

**COMMONWEALTH OF VIRGINIA**  
**STANDARD CONTRACT**

Contract Number: 720C-04061-07R

This contract entered into this 1<sup>st</sup> day of December 2006, by EBSCO Information Services hereinafter called the Contractor and Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services hereinafter called the Purchasing Agency.

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.


PERIOD OF PERFORMANCE: From December 1, 2006 through November 31, 2007, with the option to renew the contract for five (5) additional one-year periods.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposal dated July 24, 2006;
- (3) The Contractor's Proposal dated August 15, 2006 and the negotiated modifications to the Proposal contained in the letter from EBSCO dated October 25, 2006, all of which documents are incorporated herein:

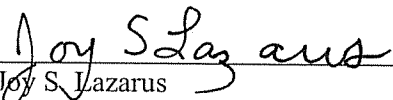
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**EBSCO INFORMATION SERVICES**

By:   
Ree Sherer  
Vice President/General Manager

Date: 11/3/06

**DEPARTMENT OF MENTAL  
HEALTH, MENTAL  
RETARDATION AND SUBSTANCE  
ABUSE SERVICES:**

By:   
Joy S. Lazarus  
Director, Office of Administrative Services

Date: 11/7/06



**Commonwealth of Virginia****REQUEST FOR PROPOSAL****Issue Date:** July 24, 2006**Issue Title:** Periodical Subscription Services**Issuing Agency:** Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Central Office and 16 Facilities - Statewide

**Period of the Contract:** October 1, 2006 through September 2, 2007.**Renewals:** Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.**Proposals will be received for furnishing services described herein until:  
Tuesday – August 22, 2006 - 3:00 PM EST**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Friday, August 11, 2006. Please submit your comments and questions to David T. Ray: By email: <a href="mailto:dave.ray@co.dmhmrzas.virginia.gov">dave.ray@co.dmhmrzas.virginia.gov</a> No other questions will be responded to after the August 11, 2006 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <a href="http://www.dmhmrzas.virginia.gov">www.dmhmrzas.virginia.gov</a> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

**Proposal Delivery Information:**

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ (Official Signature in Ink)
_____	Printed _____
Telephone: _____	Name: _____
FEI/FIN Number: _____	Title: _____

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at <a href="http://www.eva.state.va.us">www.eva.state.va.us</a> )
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

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## I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized dealers to establish a contract through competitive negotiations with one or more qualified contractors to provide periodical subscriptions for the Central Office and the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. Additional agencies and/or political subdivisions of the Commonwealth of Virginia may be added under the terms of this contract. Any agencies or political subdivisions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and political subdivisions shall be made only by the execution of a written Contract Modification agreement signed by DMHMRSAS and Contractor and shall name the specific agency or political subdivision to be added or deleted.

## II. BACKGROUND:

The Central Office and facilities of DMHMRSAS regularly purchase periodicals, including medical and other journals, and magazines, for their reference libraries and for public patient/client waiting room areas. Combined annual expenditures for these publications now exceed an estimate of \$132,000. These dollar amounts may change during the course of this contract, and DMHMRSAS reserves the right to increase or decrease the amount as actual needs and funding determine. A partial list of annual expenditures by facility is shown below and a partial listing of current subscriptions is provided in Attachment A

	<u>Professional Journals and Periodicals</u>	<u>Non-Professional Periodicals and Magazines Include Patient Therapeutic Educational Waiting/Reception Room and Popular Magazines</u>
Central Office, DMHMRSAS Richmond, Virginia	\$14,891	
Catawba Hospital Catawba Virginia	\$ 5,469	\$ 372
Central Virginia Tng. Ctr. Lynchburg, Virginia	\$ 11,305	
Central State Hospital Petersburg, Virginia (Includes Southside Virginia Training Center and Hiram W. Davis Medical Center)	\$ 13,074	\$ 9,632
Eastern State Hospital Williamsburg, Virginia	\$ 36,163	\$ 2,054

	<u>Professional Journals and Periodicals</u>	<u>Non-Professional Periodicals and Magazines Include Patient Therapeutic Educational Waiting/Reception Room and Popular Magazines</u>
Northern VA Mental Health Inst. Falls Church, Virginia	\$ 13,134	\$ 1,352
Southern Va. MH Institute Danville, Virginia	\$ 6,048	\$691
Southwestern Va. MH Institute Marion, Virginia	\$6,081	
Southwestern Va. Training. Ctr. Hillsville, Virginia	\$977	
Western State Hospital Staunton, Virginia	\$7,901	

Other DMHMRSAS facilities that may participate in a contract resulting from this RFP include Commonwealth Center for Children and Adolescents Center in Staunton, Piedmont Geriatric Hospital in Burkeville, Southeastern Va. Training Ctr. Chesapeake, Virginia, and Northern Virginia Training Center in Fairfax.

### **III. SWAM PARTICIPATION:**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities (SWAM) and to encourage their participation in State procurement activities. Toward that end, the Commonwealth encourages contractors to provide for the participation of minority, women-owned and small businesses and businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities. Please indicate in Attachment B to this proposal the type and amount of subcontracting you propose if awarded this contract. The quarterly reporting of such subcontracting, joint ventures, etc. shall be a requirement of any contract resulting from this solicitation. Therefore, the successful contractor(s) shall submit a "Contractor's Report on Subcontracting" to the Contracting Agency within fifteen days after the end of each quarter during the term of the resulting contract and any subsequent renewal. This report shall be submitted even if there has been no applicable subcontracting during the preceding calendar quarter.

#### IV. STATEMENT OF NEEDS:

- A. Contractor shall provide periodical subscription services for professional and non-professional periodicals, journals, and magazines.
- B. **Mandatory Requirements:** Mandatory provisions are required to be provided by the Offeror. The Agency encourages any Offeror that believes that a mandatory provision is unreasonable to contact the Agency no later than 5 days prior to the due date, so any necessary addenda to the RFP can be considered and issued if required.
- C. **Fulfillment:** Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless expressly permitted by the ordering Agency.
- D. **Payment of Invoices:** Contractor shall accept that no payment may be made on a renewal invoice unless the title billed is currently being received on a regular basis by the Agency.
- E. **Supporting Documentation:** The Agency reserves the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.
- F. **Delivery of Material:** Delivery of all materials and invoices shall be made per the ordering Agency address specifications.
- G. **Conversion:** Offeror shall indicate what services it will provide to assist the Agency in the conversion of previously existing accounts to the new Contractor. Offeror is responsible for all cost of providing the periodicals, including costs of conversion or creation of records related to these subscriptions.
- H. **Desirable Provisions:** Note to Offerors - Although the specifications for all of the categories or subcategories listed in this section are desirable, the subsections may require that some information (such as statistical data) may be mandatory for the proposal to be considered responsive. The term "should" indicates a desirable requirement; "must and "shall," indicate mandatory information.
- I. **Types of Material To Be Covered:** Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be able to provide periodical, annuals, memberships, irregulars and non-periodicals on a subscription basis. (See Attachment B)
- J. **Geographical Coverage:** Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be able to provide periodical subscriptions published from the following areas:
  - 1. United States;
  - 2. Canada;
  - 3. United Kingdom;
  - 4. Continental Europe;
  - 5. Russia, former Union of Soviet Socialist Republics, and other Slavic countries;
  - 6. Latin America including Mexico;



7. Asia;
8. Pacific nations;
9. African nations;
10. Middle Eastern nations.

K. Types of Publications To Be Covered: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be able to supply material from the following types of publishers:

1. General circulation periodical publishers;
2. University presses, University departments; Law Schools;
3. Medical and Societies, Scientific;
4. Societies, Non-Medical and Non-Scientific;
5. Small Presses;
6. Non-paper format publishers;
7. Associations;
8. Government agencies; and
9. Quasi-governmental organizations (e.g., United Nations, Organization of American States, World Health Organizations, NATO).

L. Services:

1. Orders:

a. Acceptance of New Orders: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, accept new orders from the Agency at any time during the year. Orders may begin with:

- 1) Current calendar year/volume;
- 2) Upcoming calendar year/volume;
- 3) Latest issue;
- 4) Dependent on publisher restrictions;
- 5) Back issues on demand.

b. Subscription Orders: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, accept subscription orders on the following basis:

- 1) "Till Forbid";
- 2) Multiple year plan;
- 3) Renewal authorization required.

2. Sample Issues: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, undertake to supply sample issues of periodicals as requested by an ordering Agency. Offeror should indicate if any charges are applicable.

3. Back Issues: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, accept orders for and supply back issues of periodicals during the past year only.

4. Processing of Orders: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, process and confirm new orders within 15 working days from receipt from the ordering Agency.
5. Offeror should, \_\_\_\_ can; \_\_\_\_ cannot, specify both turnaround and methods for placement of orders.
6. Delivery Time of First Issue/Volume: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, enter orders with publishers at least 45 days prior to the ordered starting date or before expiration of renewal subscriptions, provided the ordering Agency submits orders at least 90 days in advance of the required starting date.
7. Rush Orders: Note: "Rush" orders are those that are ordered for delivery within 20 working days. Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, provide special and priority handling of rush orders.
8. Supplementary Volumes, etc: All indexes, supplementary numbers and added volumes should, \_\_\_\_ can; \_\_\_\_ cannot, be serviced automatically as part of the subscription.
9. Offeror should, \_\_\_\_ can; \_\_\_\_ cannot, describe the method for handling supplementary items not included in the subscription price.
10. Non-Fulfillment: If unable to supply a title, Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, notify the ordering Agency with reason for non-fulfillment within 30 days.
11. Common Expiration: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, establish common expiration for all subscriptions when possible so that each ordering Agency receives only a single consolidated invoice each year.
12. Multiple Year Subscriptions Options: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, establish where possible multiple year subscription options so that expenditures will be roughly equal each year.

M. Claims:

1. Method of Claim: The ordering Agency may claim missing issues through either or both of the following methods.
  - a. Through the Contractor;
  - b. Direct to the publisher.
2. Method of Submission: Claims should, \_\_\_\_ can; \_\_\_\_ cannot, be submitted to the Contractor by:
  - a. Mail;
  - b. Telephone;
  - c. Electronic communication;
  - d. Tele-facsimile

3. Method of Status Notification: The ordering Agency should, \_\_\_\_ can; \_\_\_\_ cannot, be notified of the status of all claims to the contractor by:
  - a. Mail;
  - b. Telephone;
  - c. Electronic communication;
  - d. Tele-facsimile
4. Forms: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, provide preprinted or pre-formatted claim forms for use in claiming missing issues.
5. Issuance to Publisher: Claims sent to the Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be directed to the publisher within 5 working days of receipt from the ordering Agency.
6. Status Notification Deadlines: The ordering Agency is to be notified of the status of outstanding claims within 20 working days of receipt by Contractor.
7. Replacements for Missing Issues: On claims for missing issues submitted by the ordering Agency within the publishers' specified time period Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, secure replacements free of charge or secure an extension of the subscription.
8. Replacements for Defective Issues: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, request free replacement copies for issues received by the "Ship To" addressed ordering Agency that are defective, mutilated, damaged or which are not delivered within publisher policies. Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, secure replacements free of charge or secure an extension of the subscription for claims made on issues, which at the time of receipt, through no fault of the ordering Agency, were unfit for the publishers' intended purposes.

N. Subscription Contractor Contact with Agency:

1. Visits: Contractors' representative should, \_\_\_\_ can; \_\_\_\_ cannot, visit the ordering Agency libraries 2 times per year to discuss problems, changes and planning.
2. Response Time: Contractor or its representative should, \_\_\_\_ can; \_\_\_\_ cannot, respond to messages within 2 working days.
3. Other Methods of Contact: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, provide for contact via at least one of the following:
  - a. Toll free telephone line;
  - b. Collect telephone calls from the ordering Agency;
  - c. Electronic communication; and
  - d. Tele-facsimile

4. Cancellations:

An ordering Agency should, \_\_\_\_ can; \_\_\_\_ cannot, be able to cancel and obtain a refund for the unused portion of the subscription of individual titles:

- a. At any time;
- b. At expiration;
- c. Dependent on publisher restrictions

5. Reports:

- a Offeror should, \_\_\_\_ can; \_\_\_\_ cannot, provide samples of all available reports. Offeror should, \_\_\_\_ can; \_\_\_\_ cannot, indicate its capability to provide customized management reports on demand. If customized reports are available, Offeror must indicate any applicable policies (including costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.
- b. Changes to Publications: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, provide information regarding the last issue (e.g. volume and number, month, year) for titles, which have ceased publication when available. Contractor should notify the ordering Agency monthly of:
  - 1) Ceased publications;
  - 2) Suspended publications;
  - 3) Public delays;
  - 4) Publishing frequency changes;
  - 5) Title changes; and
  - 6) Title mergers.
- c. Fiscal Management: Fiscal management reports should, \_\_\_\_ can; \_\_\_\_ cannot, be supplied semi-annually by the Contractor free of charge. Reports should, \_\_\_\_ can; \_\_\_\_ cannot, include but not necessarily be limited to:
  - 1) Average service charge by ordering Agency Ship To address;
  - 2) Subscriptions by Library of Congress classification;
  - 3) Subscriptions by each ordering Agency; and
  - 4) Total expenditures by each ordering Agency
- d. Title List. Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, supply to ordering Agencies at no charge 2 copies of its printed title listing showing titles available, prices, volume numbering, frequencies and other information.

O. Charges and Other Fiscal Considerations:

1. Pricing and Service Charges: State the method of computing service charges for subscription services for the following categories of materials;
  - a. General circulation periodicals
  - b. University press journals, Law School and Medical School periodicals;
  - c. Professional journals;
  - d. Scientific and technical (trade) journals;
  - e. Scientific and technical (societal) journals;
  - f. Other societal journals;
  - g. Small press journals;
  - h. Indexes, supplementary numbers and added volumes sold separately;
  - i. Other than paper format periodicals;
  - j. Government Agency periodicals/Quasi-governmental organization periodicals;
  - k. Annuals, greater than annuals, irregulars;
  - l. Popular magazines; and
  - m. Memberships.

P. Invoicing:

1. First Invoice: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, supply the first invoice on a title within 30 working days of receipt of the ordering Agency order.
2. Information on Invoices: The following information should, \_\_\_\_ can; \_\_\_\_ cannot, appear on each invoice:
  - a. Name and address of the contractor;
  - b. Bill to address;
  - c. Ship to address;
  - d. Account number assigned by the contractor;
  - e. Library purchase order number for each title, if any;
  - f. Contractor title number;
  - g. Title of the periodical, annual or newspaper;
  - h. ISSN
  - i. Period covered;
  - j. Volume number(s) covered;
  - k. Individual title (if monographic);
  - l. Number of copies;
  - m. Price;
  - n. Indications of whether the title is new or renewal;
  - o. Service charge;
  - p. Agency fund designation (if supplied by the ordering Agency); and
  - q. Federal Identification Number (FIN) or Social Security Number in lieu of the FIN.

3. Supplementary Invoices: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, supply at monthly intervals supplementary invoices for titles on which the publisher price exceeded the originally billed price with reasons for additional charges.
4. Separate Invoices: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, separate invoices as indicated by ordering Agencies including:
  - a. Maximum amount per invoice (determined by ordering Agency);
  - b. Separate invoices by fund designation;
  - c. Separate invoices for different Ship To addresses;
  - d. Separate invoices for different account numbers;
  - e. Other breakdowns as requested by ordering Agency: and
  - f. Delayed billing for slow/delayed publications.
5. Proofs of Payment: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, supply proofs of payments made to publishers as and when requested by publishers and ordering Agencies.
6. Credits:
  - a. Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be able to provide refunds, rather than credits, for canceled subscriptions unless the using Agency approves a credit settlement.
  - b. Immediate Credit: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, supply the ordering Agency with blank credit forms to be filled out by the ordering Agency and submitted with invoices in hand for credit (if available from the publisher).
  - c. Cancellations and Cessations: In the event of cancellations or cessations other than at expiration, ordering Agency should, \_\_\_\_ can; \_\_\_\_ cannot, receive from Contractor any credit supplied by Publisher.

Q. Computer Support:

1. Online Data Availability: Contractor should, \_\_\_\_ can; \_\_\_\_ cannot, be able to provide data online in the following areas:
  - a) Orders;
  - b) Claims;
  - c) Invoices;
  - d) Credits, returns;
  - e) Fund accounting;
  - f) Back issues orders;
  - g) Library of Congress MARC records;
  - h) Title availability;
  - i) Account history; and
  - j) Publishing history (volumes and numbers published).

2. Hardware/Software Compatibility: Contractor's automated system should, \_\_\_\_\_ can; \_\_\_\_\_ cannot, be able to interface with Agency Intel based personal computers using online Microsoft Operating Systems through an Internet Explorer web browser.
3. Documentation and Training: Contractor should, \_\_\_\_\_ can; \_\_\_\_\_ cannot, supply documentation for training procurement and library staff free of charge on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.
4. Other Automation Support: Offeror should, \_\_\_\_\_ can; \_\_\_\_\_ cannot, provide a full description of any other automation support that can be provided to its subscription clients, starting if services are existing or expected, and a list of any automated systems with which the Offeror presently interfaces.

## **V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. General Instructions:**

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies must be submitted to the DMHMRSAS. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements.

Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.
  - e. Each original of the proposal should be bound in a single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror’s request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.



**B.**

**Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Return of Vendor Data Sheet and other specific items or data requested in the RFP. (See Attachment C)
3. Small, Women-owned, and Minority Business Participation. (See Attachment B)
4. Written narrative statement to include:
  - a. Qualifications and experience of Offeror in providing the goods/services described herein;
  - b. Qualifications and experience of key personnel to be assigned to the contract; and
  - c. Complete detail of any support required or expectations of the Purchasing agency.
5. Specific plans for providing the proposed goods/services including:
  - a. Approach to providing the services;
  - b. Plans for providing the current periodical subscriptions and for providing uninterrupted service, to include what, when, and how; and
  - c. Cost of Services: Indicate the pricing and discount structure.
6. References from at least four previous contracts of the similar size, scope and duration as required in the solicitation. References shall include company name, contact name, contact phone number, address, project title, dates of service, and \$ value of project. This information shall be detailed in Attachment C, "Contractor Data Sheet".

## VI. EVALUATION AND AWARD CRITERIA:

A. **Evaluation Criteria:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Qualifications and experience of Offeror in providing the goods/services described herein.
2. Approach to providing the services.
3. Plans for providing the current periodical subscriptions and for providing uninterrupted service.
4. Expectations the Offeror has of the Purchasing Agency.
5. Participation of Small Business and Businesses Owned by Women and Minorities in State Procurement Activities.
6. Cost Proposal.

B. **Award Criteria:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Purchasing Agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated

## VII. GENERAL TERMS AND CONDITIONS:

A. **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under manuals. The appeals procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual; Chapter 5 Contractual Services are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

- B. Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- C. Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- G. Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. Payment:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors)

or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for

amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. Precedence of Terms:** Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- M. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- N. Changes to the Contract:** Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS

a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

**O. Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

**M. Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

## INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence

**N. Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1<sup>st</sup> floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

**O. Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**P. Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or



disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- Q. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
  - b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

#### **VIII. SPECIAL TERMS AND CONDITIONS:**

- A. Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. Availability of Funds:** Is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.

- D. Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.
- E. Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- F. eVA Business-To-Government Contracts:** It is anticipated that the contract will result in multiple eVA purchase orders with the one percent (1%) transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately thirty (30) days after the purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us) , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a and b below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
  - b. Provide an electronic catalog (price list) or index page catalog for items awarded under this term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specifications that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to [eva-catalog-manager@dgs.state.va.us](mailto:eva-catalog-manager@dgs.state.va.us).
- G. Renewal of Contract:** This contract may be renewed by the Purchasing Agency upon written agreement of both parties for five (5) additional periods of up to one-year duration under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date of each contract period.



The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- J. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- IX. METHOD OF PAYMENT:** Compensation for accurately invoiced subscription services shall be paid by either small purchases charge card or check. Prepayment terms shall be established and annual pricing arrangements negotiated.

- A. Payments shall comply with the Virginia Public Procurement Act (VPPA) Article 2.1, Prompt Payment requirements. To wit, "payment date" means either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, thirty days after receipt of a proper invoice by the state agency or its agent or forty-five days after receipt by the local government or its agent responsible under the contract for approval of such invoices for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later.
- B. It is desirable that the Contractor accepts payment through American Express for individually invoiced orders amounting up to \$5,000. Please indicate if your company will accept payment through American Express. \_\_\_\_\_ Yes \_\_\_\_\_ No
- C. Payments shall comply with the Department of Accounts - Commonwealth Accounting Policies and Procedures (CAPP Manual), Topic 20310, Special Expenditure Processing Policy. Whereby, allowable advance payments pursuant to written contracts, leases, or agreements are subject to a maximum prepayment period of one year, where delivery, performance, or refund is assured based on written obligation.

- X. PRICING SCHEDULE:** Quote a discount or increase from Publishers' List Prices for the following categories:

- A. Professional Journals - \_\_\_\_\_ %  
(See Attachment B for examples of journals included in this discount.)
- B. Popular Magazines and Waiting/Reception Room Collection - \_\_\_\_\_ %  
Indicate the names of the magazines that will be included as a special discounted package. Examples of magazines that may be included are People, Newsweek, Good Housekeeping, and Field & Stream. Also, please quote any special packages of Waiting/Reception Room magazines you may have available.

Note: Indicate below any exceptions to the above including any types of publications your company cannot provide under this contract. The Ordering Agency may prepay invoices to take advantage of prepayment discounts; however, cash or prepayment discounts will not be used as a means to determine the lowest or best possible offer.

**ATTACHMENT A**  
**PARTIAL LIST OF PERIODICAL SUBSCRIPTIONS**

The following are examples of the type of professional journals that will be ordered under any contract resulting from this RFP.

Abuse Prevention Monitor	Archives of Internal Medicine
Action Report	Archives of Neurology
ADA Compliance Guide – Includes Updates	Archives of Psychiatric Nursing
Administration & Policy in Mental Health	Arizona Highways
Administration in Social Work	Arthritis Today
Advances in Skin & Wound Care	Association for Persons With Severe Handicaps
AHFS Drug Information	Membership
Aids Patient Care and Standards	Audio Digest in Psychiatry
Aids Reference Guide	Audubon
AJN Career Guide	Augmentative and Alternative Communication, For
Alcohol Research & Health	Nonmembers
Alcoholism & Drug Abuse Weekly	Augmentative Communication News
Alternative Medicine Alerts	Behavior Modification
Alternative Therapies in Health & Medicine	Behavior Therapy
American Family Physician	Behavioral Health Management
American Heritage	Behavioral Healthcare Tomorrow
American History	Behavioral Interventions – Includes Online
American Hospital Formulary	Behavioral Modification
American Journal of Alzheimers Disease	Behavioral Sciences & the Law – Includes Online
American Journal of Clinical Nutrition	Better Homes and Gardens
American Journal of Clinical Pathology	Better Supervision
American Journal of Community Psychology	Biological Therapies in Psychiatry
American Journal of Forensic Psychology	Bits & Pieces
American Journal of Geriatric Psychiatry	Black Elegance
American Journal of Medicine	Blue Ridge Country
American Journal of Nursing – Regular ED &	BNAS Human Resources Library – On CD-ROM
Archival Package	Bottom Line of Health & Human Services in
American Journal of Nursing Index	Virginia
American Journal of Occupational Therapy	Brain
American Journal of Orthopsychiatry	Briefing on Hospital Safety
American Journal of Psychiatry	Briefing on JACHO
American Journal of Psychotherapy	Briefings on Long Term Care Regulations
American Journal on Addictions	British Journal of Psychiatry
American Journal on Mental Retardation	Brown University Child and Adolescent Behavior
American Libraries	Letter
American Psychologist	Bulletin of the Medical Library Association
American Visions Membership	Bulletin of the Menninger Clinic
Annals of Clinical Psychiatry	Canadian Journal of Psychiatry
Annals of Internal Medicine	Car and Driver
Annals of Neurology	Catalog of Federal Domestic Assistant
Applied Nursing Research	Children and Youth Funding Report – incorporates
Archives of General Psychiatry	Public Assistance Funding Report

Chronicle of Philanthropy	
Cleaning Management Institute Membership	
Clinical Nurse Specialist	
Clinical Psychology	
Clinical Social Work Journal	
Clinics in Geriatric Medicine	
CM Cleaning & Maintenance Management	
CNS: Journal for Advanced Nursing Practice	
Code of Federal Regulations: LSA List of CFR	
Sections    Affected, LCS	
Code of Federal Regulations: Title 42	
Community Mental Health Journal – Regular &	Drug Facts & Comparisons
Online	Drug Interaction Facts
Comprehensive Psychiatry	Dysphagia
Computer Shopper	Ear and Hearing
Computerworld	Early Childhood Law and Policy Reporter
Consumer Reports	Early Childhood Report
Copycat Magazine	Eating Disorders Review
Cosmopolitan	Ebony
Cost Indexes, Engineering, McGraw Hill	Elis Rehab Report
Counselor, the Magazine for Addiction	Elle
Professionals	Employment Health Law and Benefits
Country	ENR – formerly, Engineering News Record
Country Living	Entertainment Weekly
Crafts	Environment of Case News
Crafts N Things	Esquire
Creative Forecasting W-O Trivia Plus	Essence
Creative Training Techniques Newsletter	Essential Assistant – formerly, Creative Secretarys
Cultic Studies Journal	Letter
Cumulative Index to Nursing	Evaluation & Program Planning
Current Procedural Terminology: CPT	Evidence Based Mental Health
Currents in Affective Illness	Exceptional Parent
Cycle World	Executive Excellence
Danville Register, Dailey & Sunday	Experimental and Clinical Psychopharmacology
Dell Crossword Puzzles	Exposure Drafts
Dell Horoscope	Facts & Comparisons
Dell Word Search Puzzles	Fair Labor Standards Handbook for States & Local
Dental Abstracts	Governments & Schools
Dental Clinics of North America	Families in Society: The Journal of Contemporary
Developments in Mental Health Law	Human    Services
Diabetes Forecast	Family Circle
Disability Funding News – Incorporates, Mental	Family Process
Health    News Alert	Family Therapy Networker
Discharge Planning Advisor	Fantasy & Science Fiction
Discipline & Grievance Pamphlet	Farmville Herald
Discover	Federal Grants and Contracts Weekly
Discussion Memorandum	Federal Grants Management Handbook
DRG Guidebook	Federal Register Complete Service

Field & Stream  
 Fred Pryors Managers Edge  
 Games Magazine  
 Garden Design  
 Geriatric Care  
 Geriatric Nursing  
 Geriatrics  
 Gerontologist C-W Journals of Gerontology: Series  
 A&B  
 Glamour  
 Good Housekeeping  
 Good Old Days  
 Government Accounting Standards Board  
 Subscription Service, Comprehensive Plan  
 Governmental Accounting Standards Board  
 (GASB), Technical Bulletin  
 GQ  
 Grapevine Newsletter  
 Guideposts – Large Print Edition  
 Hansten & Horns Drug Interactions Analysis &  
 Management  
 Harpers Bazaar  
 Harvard Health Letter  
 Harvard Mental Health Letter  
 Hastings Center Membership  
 Health  
 Health Affairs  
 Health Forum Journal  
 Health Policy Week

Healthcare Leadership Review  
 Healthcare Risk Management  
 Healthline – Formerly Called Sickbay Today  
 Healthy Heart Beats  
 Hit Parader  
 Hope Health Letter  
 Hospital and Community Psychiatry  
 Hospital Employee Health  
 Hospital Infection Control  
 Hospital Peer Review  
 Hot Rod  
 House Beautiful  
 HR Focus  
 Ideals  
 Inclusive Education Programs  
 Infants and Young Children  
 Infection Control & Hospital Epidemiology  
 Inside Microsoft Windows Networking Edition

Inside Paradox For Windows Magazine  
 Inside the Joint Commission  
 International Association of Psychosocial  
 Rehabilitation Services Membership  
 International Journal of Group Psychotherapy  
 International Journal of Methods in Psychiatric  
 Research  
 Internet World  
 Interpretations of the Governmental Accounting  
 Standards Board  
 Interview  
 Invitations to Comment, GASB  
 Issues in Law & Medicine  
 Issues in Mental Health Nursing  
 JAMA - Journal of the American Medical  
 Association  
 Jet  
 Joe Weiders Muscle & Fitness



Joint Commission Journal on Quality Improvement  
 Joint Commission on Perspectives  
 Jonas Healthcare Law Ethics & Regulation  
 Journal for Nurses in Staff Development  
 Journal of Abnormal Psychology  
 Journal of American Academy of Child & Adolescent Psychiatry  
 Journal of American Psychoanalytic Associations  
 Journal of Applied Behavior Analysis  
 Journal of Autism & Developmental Disorders  
 Journal of Behavior Therapy & Experimental Psychiatry  
 Journal of Behavioral Health Services & Research  
 Journal of Child & Adolescent Psychopharmacology  
 Journal of Child & Family Studies  
 Journal of Child Sexual Abuse  
 Journal of Clinical Ethics  
 Journal of Clinical Psychiatry  
 Journal of Clinical Psychology  
 Journal of Clinical Psychopharmacology  
 Journal of Community Psychology – Includes Online & In Session  
 Journal of Consulting & Clinical Psychology  
 Journal of Continuing Education in Nursing  
 Journal of Developmental & Physical Disabilities  
 Journal of Emotional & Behavioral Disorders  
 Journal of Forensic Neuropsychology  
 Journal of Forensic Psychiatry  
 Journal of Geriatric Psychiatry  
 Journal of Gerontological Nursing  
 Journal of Learning Disabilities  
 Journal of Marital & Family Therapy  
 Journal of Mental Health Administration  
 Journal of Multicultural Counseling & Development  
 Journal of Multicultural Nursing & Health  
 Journal of Music Therapy  
 Journal of Nervous and Mental Disease  
 Journal of Neurology  
 Journal of Neuropsychiatry & Clinical Neurosciences  
 Journal of Nursing Administration  
 Journal of Nursing Care Quality  
 Journal of Nursing Quality Assurance  
 Journal of Pastoral Care  
 Journal of Personality Assessment

Journal of Personality Disorders  
 Journal of Pharmacy Technology  
 Journal of Practical Nursing  
 Journal of Practical Psychiatry & Behavioral Health  
 Journal of Psychiatric Practice  
 Journal of Psychiatry & Law  
 Journal of Psychosocial Nursing & Mental Health Services  
 Journal of Studies on Alcohol  
 Journal of Substance Abuse  
 Journal of Substance Abuse Treatment  
 Journal of the American Academy of Psychiatry & the Law  
 Journal of the American Dental Association  
 Journal of the American Dietetic Association  
 Journal of the American Geriatric Society  
 Journal of the American Psychiatric Nurses Association  
 Journal of the Association for Persons With Severe Handicaps  
 Journal of Visual Impairment & Blindness  
 Journal of Vocational Rehabilitation

Journal Watch For Psychiatry  
 Journals of Gerontology: Series A, Biological  
 Sciences & Medical Sciences  
 Journals of Gerontology: Series B, Psychological  
 Sciences & Social Sciences  
 Kiplinger Letter  
 Ladies Home Journal  
 Lan Magazine: The Network Solutions Magazine  
 Lancet  
 Law Officers Bulletin  
 Laws Affecting Children With Special Needs  
 Library Journal  
 Library Mosaics  
 Life  
 Lotus/Computing for Managers and Professionals  
 Mademoiselle  
 Maintenance Supervisors Development Program  
 Managers Legal Bulletin  
 Martinsville Bulletin  
 Material Safety Data Sheet Updating Service  
 Mayo Clinic Health Letter  
 McCalls  
 Medical Clinics of North America  
 Medical Documentation Update  
 Medical Essay  
 Medical Ethics Advisor  
 Medical Letter on Drugs & Therapeutics  
 Medical Records Briefing  
 Medicare and Medicaid Guide On CD-ROM  
 Medicare and Medicaid Law Bulletin  
 Medicine  
 Medicine and Health  
 Mental Health Aspects of Developmental  
 Disabilities  
 Mental Health Law News  
 Mental Health Law Reporter  
 Mental Health Report  
 Mental Health Weekly  
 Mental Retardation  
 Metropolitan Home  
 Microsoft Technet – CD ROM  
 Modern Healthcare  
 Monitor on Psychology  
 Morbidity & Mortality Weekly Report  
 Motivational Manager  
 Motorcyclist

National Enquirer  
 National Geographic  
 National Geographic World  
 National Psychologist Practitioner Newspaper  
 National Wildlife  
 Natural Health  
 Natural History  
 Neurology  
 Neuropsychiatry  
 New Day  
 New Directions for Mental Health Services  
 New England Journal of Medicine  
 New York Times, Large Type Weekly  
 New Youth Connections  
 News & Advance  
 News & Record  
 Newscurrents  
 Newsletter of the American Academy of  
 Psychiatry and the Law  
 Newsweek  
 Nickelodeon  
 NT Update  
 Nursing Administration Quarterly  
 Nursing Homes  
 Nursing Laws Regan Report  
 Nursing Management  
 Nursing Outlook  
 Nursing Times  
 Nursing, for renewals only  
 Nutrition & the MD  
 Nutrition Action Health Letter  
 Occupational Health & Safety  
 Occupational Outlook Quarterly  
 Occupational Therapy in Mental Health  
 Of Substance  
 On-Line Access  
 Ostomy Wound Management: the Journal of  
 Extended Patient Care Management  
 Outdoor Life  
 Parents  
 PC Magazine  
 PC World – Lotus Edition Magazine  
 People Weekly  
 Personal Report for the Administrative  
 Professional  
 Personnel

Personnel Journal	Richmond Times Dispatch
Perspective in Psychiatric Care	Right on Magazine
Perspectives on Staffing & Scheduling	RN: National Magazine for Nursing
Perspectives, formerly, New Directions	Road & Track
Pest Control	Rolling Stone
Pharmacist's Letter	Runners World
Pharmacotherapy	Safety & Health
Physical Therapy	Saturday Evening Post
Physician: Clinical Psychology	Schizophrenia Bulletin
Popular Mechanics	Self
Popular Photography	Self Injury Abstracts & Review
Popular Science	Seminars for Nursing Managers
Postgraduate Medicine	Seminars in Nutrition
Power	Seventeen Magazine
Practical Communications	Sheet Music Magazine
Practical Supervision	Single Audit Information Service
Premier ICD-9-CM Code Book	Smart Computing
Prevention	Smithsonian
Professional Psychology: Research & Practice	Social Work
Program Plans, Nursing Basic	Social Work Abstracts
Psychiatric Annals	Social Work in Health Care
Psychiatric Clinics of North America	Southern Living
Psychiatric News	Special Care in Dentistry
Psychiatric Rehabilitation Journal	Special Education Bible Study
Psychiatric Rehabilitation Skills	Sporting News
Psychiatric Services	Sports Afield
Psychiatric Times	Sports Illustrated
Psychiatric Update – Audio Cassette	Spotlight Report
Psychiatry – Audio Cassette	Stereo Reviews Sound & Vision, Incorporates
Psychiatry Drug Alerts	Stereo Review & Video Magazine
Psychiatry, NY	Substance Abuse Funding News
Psychological Assessment	TASH Newsletter – formerly, Newsletter, The
Psychological Reports	Association for Persons with Severe Handicaps
Psychological Review	Taste of Home
Psychology Today	Teaching Exceptional Children
Psychopharmacology Bulletin	Team Management Briefings, Incorporates Quality
Psychosomatic Medicine	Management
Psychosomatics	Teen Magazine
Psychotherapy, Theory Research & Practice	Telemedicine Journal and E-Health – formerly,
Purchasing	Telemedicine Journal
Quality Progress	
Radiologic Technology	
Readers Digest, Regular and Large Edition	
Redbook	
Rehabilitation Nursing	
Reimbursement Advisor	
Reminisce Magazine	
Research in Developmental Disabilities	

The Healthcare Forum Journal  
The Office Professional  
Therapeutic Recreation Journal  
This Old House  
Time  
Today's Therapeutic Trends: The Journal of New  
Developments in Clinical Medicine  
Topics in Clinical Nutrition, Incorporates Nutrition  
Clinics for US, Canada & Japan  
Topics in Health Record Management  
Topics in Language Disorders  
Training, Helping People & Business Succeed  
Trustee, Magazine for Hospital Governing Boards  
Tufts University Health & Nutrition Letter  
University of California  
UPS DI – Volume II – Advice for the Patient  
US News & World Report  
US Weekly  
USA Today  
USP DI – Volume I – Drug Information for the  
Health Care Professional  
Vanidades Continental  
Virginia Cavalcade  
Virginia Employment Law Letter  
Virginia Environmental Compliance Update  
Virginia Game & Fish  
Virginia Historical Society Membership  
Virginia Magazine of History & Biography  
Virginia Registration of Regulations  
Virginia Wildlife  
Vogue  
Walking  
Washington  
Westsats Satellite Channel Chart  
Windows 2000  
Woman's Day  
Workbench  
Workers' Compensation Bi-Weekly Law Bulletin  
Workforce Extra  
Working Communicator  
Working Smarter with Microsoft Word  
Working Woman  
Writers Digest  
Zero to Three  
Zoobooks

## ATTACHMENT B

### SWAM Subcontracting Expenditures

The amount spent by prime contractors with DMBE certified SWAM businesses for work directly traceable to the fulfillment of a contract with the agency.

Total Subcontracting Expenditures with MBE	Total Subcontracting Expenditures with WBE	Total Subcontracting Expenditures with SBE
\$	\$	\$

Name of Subcontractor	Federal Tax ID	MBE, WBE or SBE	Contract Number	Dollar Amount

Attach lists of names of subcontractors, Federal Tax IDs, SWAM designation, Your Contract Number (if applicable), and expected contracted amounts to the subcontractors.

## ATTACHMENT C

### CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ years \_\_\_\_\_ months.
3. REFERENCES: Offerors shall provide a list of at least four (4) recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION

ADDRESS

CONTACT PERSON

TELEPHONE

a.) \_\_\_\_\_

b.) \_\_\_\_\_

c.) \_\_\_\_\_

d.) \_\_\_\_\_

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

\_\_\_\_\_  
\_\_\_\_\_

5. Are you a subsidiary firm: ☐ YES ☐ NO. If yes, list the name and location of your parent affiliation:

\_\_\_\_\_

6. Name and title of firm's official to who further communication should be directed:

\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

*Subscription Services Proposal for*

**Commonwealth of Virginia -**

**DMHMRSAS**

**Richmond, Virginia**

**RFP # 720C-04061-07R**

Commonwealth of Virginia - DMHMRSAS  
Request for Proposal # 720C-04061-07R  
Periodical Subscription Services

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- VI. Section 5: EBSCO's Pro Forma Invoice (Appendix D)



August 15, 2006

DMHMRSAS  
Office of Administrative Services  
P.O. Box 1797  
Richmond, Virginia 23219

Dear Sir and/or Madame:

Thank you for providing EBSCO Information Services with the opportunity to present this proposal to DMHMRSAS. EBSCO desires to continue providing you with the high level of service that you have received for the past 5 years. We will continue to simplify your journal, magazine and newspaper buying, giving you greater control and saving you money. Although we can provide a great deal of flexibility in meeting your needs expressed in this RFP, our basic proposal is as follows:

- ✓ EBSCO will handle your orders at publishers' retail plus a 4.32% service charge.
- ✓ **Victoria Garrett** will be assigned as the *personal customer service representative* for your account. Victoria has been working with EBSCO to achieve a high level of customer satisfaction for 12 years.
- ✓ Serials management and collection development reports are *available at no additional charge*.
- ✓ EBSCO allows **unlimited use of EBSCONET®** on the Web, which provides access to our entire title file of over 300,000 titles and includes, bibliographic and rate information. EBSCONET® also provides for the electronic transmission of claims and orders along with access to order history, special reports and the Missing Copy Bank®.
- ✓ EBSCOhost® Electronic Journals Service is a Web-based tool for accessing and managing electronic journals. EJS Enhanced offers extensive features that help with e-journal management tasks such as: tracking the registration status of e-journals, authentication assistance to facilitate both local and remote access to e-journal content, automatic management of e-journal URLs and much more.
- ✓ Each year you will receive a renewal list for review well in advance of your order expiration date. You can indicate any changes needed on the renewal list and return it to EBSCO for processing.
- ✓ As EBSCO pays the publisher in advance for your subscription orders, invoices are due upon receipt.

As the subscription agent to DMHMRSAS since 2001, EBSCO appreciates your business and enjoys working with you. We look forward to the opportunity to continue managing your orders and meeting your needs in this evolving world of information.

Sincerely,



Ree Sherer

Vice President/General Manager



## Commonwealth of Virginia

**REQUEST FOR PROPOSAL****Issue Date:** July 24, 2006**Issue Title:** Periodical Subscription Services**Issuing Agency:** Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Central Office and 16 Facilities - Statewide

**Period of the Contract:** October 1, 2006 through September 2, 2007.**Renewals:** Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.**Proposals will be received for furnishing services described herein until:  
Tuesday – August 22, 2006 - 3:00 PM EST**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Friday, August 11, 2006. Please submit your comments and questions to David T. Ray: By email: <a href="mailto:dave.ray@co.dmhmrsas.virginia.gov">dave.ray@co.dmhmrsas.virginia.gov</a> No other questions will be responded to after the August 11, 2006 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <a href="http://www.dmhmrsas.virginia.gov">www.dmhmrsas.virginia.gov</a> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

**Proposal Delivery Information:**

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

EBSCO INFORMATION SERVICES

Date: AUGUST 15, 2006

P.O. BOX 2543

By: 

(Official Signature in Ink)

BIRMINGHAM, AL 35202

Printed

Telephone: (800) 633-4604

Name:

MR. REE SHERER

FEI/FIN Number: 63-6014186

Title:

VICE PRESIDENT/GENERAL MANAGER

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

	Contractor DOES consider his/her firm to be a minority business.
X	Contractor does NOT consider his/her firm to be a minority business
	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
X	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
X	Contractor is an eVA-registered vendor. (Learn about eVA at <a href="http://www.eva.state.va.us">www.eva.state.va.us</a> )
	Contractor is NOT an eVA-registered vendor.

PLEASE SEE EBSCO'S DETAILED PROPOSAL AND RESPONSES IN APPENDIX A.

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## I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized dealers to establish a contract through competitive negotiations with one or more qualified contractors to provide periodical subscriptions for the Central Office and the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. Additional agencies and/or political subdivisions of the Commonwealth of Virginia may be added under the terms of this contract. Any agencies or political subdivisions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and political subdivisions shall be made only by the execution of a written Contract Modification agreement signed by DMHMRSAS and Contractor and shall name the specific agency or political subdivision to be added or deleted.

## II. BACKGROUND:

The Central Office and facilities of DMHMRSAS regularly purchase periodicals, including medical and other journals, and magazines, for their reference libraries and for public patient/client waiting room areas. Combined annual expenditures for these publications now exceed an estimate of \$132,000. These dollar amounts may change during the course of this contract, and DMHMRSAS reserves the right to increase or decrease the amount as actual needs and funding determine. A partial list of annual expenditures by facility is shown below and a partial listing of current subscriptions is provided in Attachment A

	<u>Professional Journals and Periodicals</u>	<u>Non-Professional Periodicals and Magazines Include Patient Therapeutic Educational Waiting/Reception Room and Popular Magazines</u>
Central Office, DMHMRSAS Richmond, Virginia	\$14,891	
Catawba Hospital Catawba Virginia	\$ 5,469	\$ 372
Central Virginia Tng. Ctr. Lynchburg, Virginia	\$ 11,305	
Central State Hospital Petersburg, Virginia (Includes Southside Virginia Training Center and Hiram W. Davis Medical Center)	\$ 13,074	\$ 9,632
Eastern State Hospital Williamsburg, Virginia	\$ 36,163	\$ 2,054

	Professional Journals and Periodicals	Non-Professional Periodicals and Magazines Include Patient Therapeutic Educational Waiting/Reception Room and Popular Magazines
--	---	--

Northern VA Mental Health Inst. Falls Church, Virginia	\$ 13,134	\$ 1,352
Southern Va. MH Institute Danville, Virginia	\$ 6,048	\$691
Southwestern Va. MH Institute Marion, Virginia	\$6,081	
Southwestern Va. Training. Ctr. Hillsville, Virginia	\$977	
Western State Hospital Staunton, Virginia	\$7,901	

Other DMHMRSAS facilities that may participate in a contract resulting from this RFP include Commonwealth Center for Children and Adolescents Center in Staunton, Piedmont Geriatric Hospital in Burkeville, Southeastern Va. Training Ctr. Chesapeake, Virginia, and Northern Virginia Training Center in Fairfax.

### III. SWAM PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities (SWAM) and to encourage their participation in State procurement activities. Toward that end, the Commonwealth encourages contractors to provide for the participation of minority, women-owned and small businesses and businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities. Please indicate in Attachment B to this proposal the type and amount of subcontracting you propose if awarded this contract. The quarterly reporting of such subcontracting, joint ventures, etc. shall be a requirement of any contract resulting from this solicitation. Therefore, the successful contractor(s) shall submit a "Contractor's Report on Subcontracting" to the Contracting Agency within fifteen days after the end of each quarter during the term of the resulting contract and any subsequent renewal. This report shall be submitted even if there has been no applicable subcontracting during the preceding calendar quarter.

#### IV. STATEMENT OF NEEDS:

- A. Contractor shall provide periodical subscription services for professional and non-professional periodicals, journals, and magazines.
- B. **Mandatory Requirements:** Mandatory provisions are required to be provided by the Offeror. The Agency encourages any Offeror that believes that a mandatory provision is unreasonable to contact the Agency no later than 5 days prior to the due date, so any necessary addenda to the RFP can be considered and issued if required.
- C. **Fulfillment:** Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless expressly permitted by the ordering Agency.
- D. **Payment of Invoices:** Contractor shall accept that no payment may be made on a renewal invoice unless the title billed is currently being received on a regular basis by the Agency.
- E. **Supporting Documentation:** The Agency reserves the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.
- F. **Delivery of Material:** Delivery of all materials and invoices shall be made per the ordering Agency address specifications.
- G. **Conversion:** Offeror shall indicate what services it will provide to assist the Agency in the conversion of previously existing accounts to the new Contractor. Offeror is responsible for all cost of providing the periodicals, including costs of conversion or creation of records related to these subscriptions.
- H. **Desirable Provisions:** Note to Offerors - Although the specifications for all of the categories or subcategories listed in this section are desirable, the subsections may require that some information (such as statistical data) may be mandatory for the proposal to be considered responsive. The term "should" indicates a desirable requirement; "must and "shall," indicate mandatory information.
- I. **Types of Material To Be Covered:** Contractor should,   x   can; \_\_\_\_\_ cannot, be able to provide periodical, annuals, memberships, irregulars and non-periodicals on a subscription basis. (See Attachment B)
- J. **Geographical Coverage:** Contractor should,   x   can; \_\_\_\_\_ cannot, be able to provide periodical subscriptions published from the following areas:
  - 1. United States;
  - 2. Canada;
  - 3. United Kingdom;
  - 4. Continental Europe;
  - 5. Russia, former Union of Soviet Socialist Republics, and other Slavic countries;
  - 6. Latin America including Mexico;



7. Asia;
8. Pacific nations;
9. African nations;
10. Middle Eastern nations.

K. Types of Publications To Be Covered: Contractor should,   x   can; \_\_\_\_\_ cannot, be able to supply material from the following types of publishers:

1. General circulation periodical publishers;
2. University presses, University departments; Law Schools;
3. Medical and Societies, Scientific;
4. Societies, Non-Medical and Non-Scientific;
5. Small Presses;
6. Non-paper format publishers;
7. Associations;
8. Government agencies; and
9. Quasi-governmental organizations (e.g., United Nations, Organization of American States, World Health Organizations, NATO).

L. Services:

1. Orders:

a. Acceptance of New Orders: Contractor should,   x   can; \_\_\_\_\_ cannot, accept new orders from the Agency at any time during the year. Orders may begin with:

- 1) Current calendar year/volume;
- 2) Upcoming calendar year/volume;
- 3) Latest issue;
- 4) Dependent on publisher restrictions;
- 5) Back issues on demand.

b. Subscription Orders: Contractor should,   x   can; \_\_\_\_\_ cannot, accept subscription orders on the following basis:

- 1) "Till Forbid";
- 2) Multiple year plan;
- 3) Renewal authorization required.

2. Sample Issues: Contractor should,   x   can; \_\_\_\_\_ cannot, undertake to supply sample issues of periodicals as requested by an ordering Agency. Offeror should indicate if any charges are applicable.

3. Back Issues: Contractor should,   x   can; \_\_\_\_\_ cannot, accept orders for and supply back issues of periodicals during the past year only.

4. Processing of Orders: Contractor should,   X   can;        cannot, process and confirm new orders within 15 working days from receipt from the ordering Agency.
5. Offeror should,   X   can;        cannot, specify both turnaround and methods for placement or orders.
6. Delivery Time of First Issue/Volume: Contractor should,   X   can;        cannot, enter orders with publishers at least 45 days prior to the ordered starting date or before expiration of renewal subscriptions, provided the ordering Agency submits orders at least 90 days in advance of the required starting date.
7. Rush Orders: Note: "Rush" orders are those that are ordered for delivery within 20 working days. Contractor should,   X   can;        cannot, provide special and priority handling of rush orders.
8. Supplementary Volumes, etc: All indexes, supplementary numbers and added volumes should,   X   can;        cannot, be serviced automatically as part of the subscription.
9. Offeror should,   X   can;        cannot, describe the method for handling supplementary items not included in the subscription price.
10. Non-Fulfillment: If unable to supply a title, Contractor should,   X   can;        cannot, notify the ordering Agency with reason for non-fulfillment within 30 days.
11. Common Expiration: Contractor should,   X   can;        cannot, establish common expiration for all subscriptions when possible so that each ordering Agency receives only a single consolidated invoice each year.
12. Multiple Year Subscriptions Options: Contractor should,   X   can;        cannot, establish where possible multiple year subscription options so that expenditures will be roughly equal each year.

M. Claims:

1. Method of Claim: The ordering Agency may claim missing issues through either or both of the following methods.
  - a. Through the Contractor;
  - b. Direct to the publisher.
2. Method of Submission: Claims should,   X   can;        cannot, be submitted to the Contractor by:
  - a. Mail;
  - b. Telephone;
  - c. Electronic communication;
  - d. Tele-facsimile

3. Method of Status Notification: The ordering Agency should,   x   can; \_\_\_\_\_ cannot, be notified of the status of all claims to the contractor by:
  - a. Mail;
  - b. Telephone;
  - c. Electronic communication;
  - d. Tele-facsimile
4. Forms: Contractor should,   x   can; \_\_\_\_\_ cannot, provide preprinted or pre-formatted claim forms for use in claiming missing issues.
5. Issuance to Publisher: Claims sent to the Contractor should,   x   can; \_\_\_\_\_ cannot, be directed to the publisher within 5 working days of receipt from the ordering Agency.
6. Status Notification Deadlines: The ordering Agency is to be notified of the status of outstanding claims within 20 working days of receipt by Contractor.
7. Replacements for Missing Issues: On claims for missing issues submitted by the ordering Agency within the publishers' specified time period Contractor should,   x   can; \_\_\_\_\_ cannot, secure replacements free of charge or secure an extension of the subscription.
8. Replacements for Defective Issues: Contractor should,   x   can; \_\_\_\_\_ cannot, request free replacement copies for issues received by the "Ship To" addressed ordering Agency that are defective, mutilated, damaged or which are not delivered within publisher policies. Contractor should,   X   can; \_\_\_\_\_ cannot, secure replacements free of charge or secure an extension of the subscription for claims made on issues, which at the time of receipt, through no fault of the ordering Agency, were unfit for the publishers' intended purposes.

N. Subscription Contractor Contact with Agency:

1. Visits: Contractors' representative should,   x   can; \_\_\_\_\_ cannot, visit the ordering Agency libraries 2 times per year to discuss problems, changes and planning.
2. Response Time: Contractor or its representative should,   X   can; \_\_\_\_\_ cannot, respond to messages within 2 working days.
3. Other Methods of Contact: Contractor should,   X   can; \_\_\_\_\_ cannot, provide for contact via at least one of the following:
  - a. Toll free telephone line;
  - b. Collect telephone calls from the ordering Agency;
  - c. Electronic communication; and
  - d. Tele-facsimile

4. Cancellations:

An ordering Agency should,   x   can;        cannot, be able to cancel and obtain a refund for the unused portion of the subscription of individual titles:

- a. At any time;
- b. At expiration;
- c. Dependent on publisher restrictions

5. Reports:

a. Offeror should,   x   can;        cannot, provide samples of all available reports. Offeror should,   x   can;        cannot, indicate its capability to provide customized management reports on demand. If customized reports are available, Offeror must indicate any applicable policies (including costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.

b. Changes to Publications: Contractor should,   x   can;        cannot, provide information regarding the last issue (e.g. volume and number, month, year) for titles, which have ceased publication when available. Contractor should notify the ordering Agency monthly of:

- 1) Ceased publications;
- 2) Suspended publications;
- 3) Public delays;
- 4) Publishing frequency changes;
- 5) Title changes; and
- 6) Title mergers.

c. Fiscal Management: Fiscal management reports should,   x   can;        cannot, be supplied semi-annually by the Contractor free of charge. Reports should,   x   can;        cannot, include but not necessarily be limited to:

- 1) Average service charge by ordering Agency Ship To address;
- 2) Subscriptions by Library of Congress classification;
- 3) Subscriptions by each ordering Agency; and
- 4) Total expenditures by each ordering Agency

d. Title List. Contractor should,   x   can;        cannot, supply to ordering Agencies at no charge 2 copies of its printed title listing showing titles available, prices, volume numbering, frequencies and other information.

O. Charges and Other Fiscal Considerations:

1. Pricing and Service Charges: State the method of computing service charges for subscription services for the following categories of materials;

- a. General circulation periodicals
- b. University press journals, Law School and Medical School periodicals;
- c. Professional journals;
- d. Scientific and technical (trade) journals;
- e. Scientific and technical (societal) journals;
- f. Other societal journals;
- g. Small press journals;
- h. Indexes, supplementary numbers and added volumes sold separately;
- i. Other than paper format periodicals;
- j. Government Agency periodicals/Quasi-governmental organization periodicals;
- k. Annuals, greater than annuals, irregulars;
- l. Popular magazines; and
- m. Memberships.

P. Invoicing:

1. First Invoice: Contractor should,   x   can;    cannot, supply the first invoice on a title within 30 working days of receipt of the ordering Agency order.

2. Information on Invoices: The following information should,   x   can;    cannot, appear on each invoice:

- a. Name and address of the contractor;
- b. Bill to address;
- c. Ship to address;
- d. Account number assigned by the contractor;
- e. Library purchase order number for each title, if any;
- f. Contractor title number;
- g. Title of the periodical, annual or newspaper;
- h. ISSN
- i. Period covered;
- j. Volume number(s) covered;
- k. Individual title (if monographic);
- l. Number of copies;
- m. Price;
- n. Indications of whether the title is new or renewal;
- o. Service charge;
- p. Agency fund designation (if supplied by the ordering Agency); and
- q. Federal Identification Number (FIN) or Social Security Number in lieu of the FIN.

3. Supplementary Invoices: Contractor should,   X   can;        cannot, supply at monthly intervals supplementary invoices for titles on which the publisher price exceeded the originally billed price with reasons for additional charges.
4. Separate Invoices: Contractor should,   X   can;        cannot, separate invoices as indicated by ordering Agencies including:
  - a. Maximum amount per invoice (determined by ordering Agency);
  - b. Separate invoices by fund designation;
  - c. Separate invoices for different Ship To addresses;
  - d. Separate invoices for different account numbers;
  - e. Other breakdowns as requested by ordering Agency; and
  - f. Delayed billing for slow/delayed publications.
5. Proofs of Payment: Contractor should,   X   can;        cannot, supply proofs of payments made to publishers as and when requested by publishers and ordering Agencies.
6. Credits:
  - a. Contractor should,   X   can;        cannot, be able to provide refunds, rather than credits, for canceled subscriptions unless the using Agency approves a credit settlement.
  - b. Immediate Credit: Contractor should,        can;   X   cannot, supply the ordering Agency with blank credit forms to be filled out by the ordering Agency and submitted with invoices in hand for credit (if available from the publisher).
  - c. Cancellations and Cessations: In the event of cancellations or cessations other than at expiration, ordering Agency should,   X   can;        cannot, receive from Contractor any credit supplied by Publisher.

Q. Computer Support:

1. Online Data Availability: Contractor should,   X   can;        cannot, be able to provide data online in the following areas:
  - a) Orders;
  - b) Claims;
  - c) Invoices;
  - d) Credits, returns;
  - e) Fund accounting;
  - f) Back issues orders;
  - g) Library of Congress MARC records;
  - h) Title availability;
  - i) Account history; and
  - j) Publishing history (volumes and numbers published).

2. Hardware/Software Compatibility: Contractor's automated system should, X can; \_\_\_\_ cannot, be able to interface with Agency Intel based personal computers using online Microsoft Operating Systems through an Internet Explorer web browser.
3. Documentation and Training: Contractor should, X can; \_\_\_\_ cannot, supply documentation for training procurement and library staff free of charge on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.
4. Other Automation Support: Offeror should, X can; \_\_\_\_ cannot, provide a full description of any other automation support that can be provided to its subscription clients, starting if services are existing or expected, and a list of any automated systems with which the Offeror presently interfaces.

## **V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. General Instructions:**

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies must be submitted to the DMHMRSAS. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements.

Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.

e. Each original of the proposal should be bound in a single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror’s request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.



**B. Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Return of Vendor Data Sheet and other specific items or data requested in the RFP. (See Attachment C)
3. Small, Women-owned, and Minority Business Participation. (See Attachment B)
4. Written narrative statement to include:
  - a. Qualifications and experience of Offeror in providing the goods/services described herein;
  - b. Qualifications and experience of key personnel to be assigned to the contract; and
  - c. Complete detail of any support required or expectations of the Purchasing agency.
5. Specific plans for providing the proposed goods/services including:
  - a. Approach to providing the services;
  - b. Plans for providing the current periodical subscriptions and for providing uninterrupted service, to include what, when, and how; and
  - c. Cost of Services: Indicate the pricing and discount structure.
6. References from at least four previous contracts of the similar size, scope and duration as required in the solicitation. References shall include company name, contact name, contact phone number, address, project title, dates of service, and \$ value of project. This information shall be detailed in Attachment C, "Contractor Data Sheet".

## VI. EVALUATION AND AWARD CRITERIA:

**A. Evaluation Criteria:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Qualifications and experience of Offeror in providing the goods/services described herein.
2. Approach to providing the services.
3. Plans for providing the current periodical subscriptions and for providing uninterrupted service.
4. Expectations the Offeror has of the Purchasing Agency.
5. Participation of Small Business and Businesses Owned by Women and Minorities in State Procurement Activities.
6. Cost Proposal.

**B. Award Criteria:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Purchasing Agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated

## VII. GENERAL TERMS AND CONDITIONS:

**A. Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under manuals. The appeals procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual; Chapter 5 Contractual Services are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

- B. Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- C. Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- G. Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. Payment:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors)

or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for

amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

**K. Precedence of Terms:** Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

**M. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**N. Changes to the Contract:** Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS

a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

**O. Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

**M. Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

## INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence

**N. Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1<sup>st</sup> floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

**O. Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**P. Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or



disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**Q. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

#### **VIII. SPECIAL TERMS AND CONDITIONS:**

- A. Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. Availability of Funds:** Is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.

**D. Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.

**E. Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**F. eVA Business-To-Government Contracts:** It is anticipated that the contract will result in multiple eVA purchase orders with the one percent (1%) transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately thirty (30) days after the purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a and b below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under this term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specifications that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to [eva-catalog-manager@dgs.state.va.us](mailto:eva-catalog-manager@dgs.state.va.us).

**G. Renewal of Contract:** This contract may be renewed by the Purchasing Agency upon written agreement of both parties for five (5) additional periods of up to one-year duration under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.

**H. Prime Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all sub-contractors that he may utilize, using his best skill and attention. Sub-contractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his sub-contractors and of persons employed by them as he is for the acts and omissions of his own employees.

**I. Subcontracts:** Except as stipulated herein, no portion of the work shall be subcontracted without prior written consent of the DMHMRSAS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DMHMRSAS the names, qualifications and experience of their proposed subcontractors and the Department reserves the right to reject any subcontractor proposed throughout the term of this agreement. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**M. Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Offeror Due Date Time  
\_\_\_\_\_  
Street or Box Number /RFP No.  
\_\_\_\_\_  
City, State, Zip Code RFP Title  
Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- J. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- IX. METHOD OF PAYMENT:** Compensation for accurately invoiced subscription services shall be paid by either small purchases charge card or check. Prepayment terms shall be established and annual pricing arrangements negotiated.

- A. Payments shall comply with the Virginia Public Procurement Act (VPPA) Article 2.1, Prompt Payment requirements. To wit, "payment date" means either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, thirty days after receipt of a proper invoice by the state agency or its agent or forty-five days after receipt by the local government or its agent responsible under the contract for approval of such invoices for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later.

- B. It is desirable that the Contractor accepts payment through American Express for individually invoiced orders amounting up to \$5,000. Please indicate if your company will accept payment through American Express.   x   Yes        No

- C. Payments shall comply with the Department of Accounts - Commonwealth Accounting Policies and Procedures (CAPP Manual), Topic 20310, Special Expenditure Processing Policy. Whereby, allowable advance payments pursuant to written contracts, leases, or agreements are subject to a maximum prepayment period of one year, where delivery, performance, or refund is assured based on written obligation.

- X. PRICING SCHEDULE:** Quote a discount or increase from Publishers' List Prices for the following categories:

- A. Professional Journals - 4.32% SERVICE CHARGE  
(See Attachment B for examples of journals included in this discount.)
- B. Popular Magazines and Waiting/Reception Room Collection - 4.32% SERVICE CHARGE  
Indicate the names of the magazines that will be included as a special discounted package. Examples of magazines that may be included are People, Newsweek, Good Housekeeping, and Field & Stream. Also, please quote any special packages of Waiting/Reception Room magazines you may have available.

Note: Indicate below any exceptions to the above including any types of publications your company cannot provide under this contract. The Ordering Agency may prepay invoices to take advantage of prepayment discounts; however, cash or prepayment discounts will not be used as a means to determine the lowest or best possible offer.

## ATTACHMENT A

### PARTIAL LIST OF PERIODICAL SUBSCRIPTIONS

The following are examples of the type of professional journals that will be ordered under any contract resulting from this RFP.

Abuse Prevention Monitor	Archives of Internal Medicine
Action Report	Archives of Neurology
ADA Compliance Guide – Includes Updates	Archives of Psychiatric Nursing
Administration & Policy in Mental Health	Arizona Highways
Administration in Social Work	Arthritis Today
Advances in Skin & Wound Care	Association for Persons With Severe Handicaps
AHFS Drug Information	Membership
Aids Patient Care and Standards	Audio Digest in Psychiatry
Aids Reference Guide	Audubon
AJN Career Guide	Augmentative and Alternative Communication, For
Alcohol Research & Health	Nonmembers
Alcoholism & Drug Abuse Weekly	Augmentative Communication News
Alternative Medicine Alerts	Behavior Modification
Alternative Therapies in Health & Medicine	Behavior Therapy
American Family Physician	Behavioral Health Management
American Heritage	Behavioral Healthcare Tomorrow
American History	Behavioral Interventions – Includes Online
American Hospital Formulary	Behavioral Modification
American Journal of Alzheimers Disease	Behavioral Sciences & the Law – Includes Online
American Journal of Clinical Nutrition	Better Homes and Gardens
American Journal of Clinical Pathology	Better Supervision
American Journal of Community Psychology	Biological Therapies in Psychiatry
American Journal of Forensic Psychology	Bits & Pieces
American Journal of Geriatric Psychiatry	Black Elegance
American Journal of Medicine	Blue Ridge Country
American Journal of Nursing – Regular ED &	BNAS Human Resources Library – On CD-ROM
Archival Package	Bottom Line of Health & Human Services in
American Journal of Nursing Index	Virginia
American Journal of Occupational Therapy	Brain
American Journal of Orthopsychiatry	Briefing on Hospital Safety
American Journal of Psychiatry	Briefing on JACHO
American Journal of Psychotherapy	Briefings on Long Term Care Regulations
American Journal on Addictions	British Journal of Psychiatry
American Journal on Mental Retardation	Brown University Child and Adolescent Behavior
American Libraries	Letter
American Psychologist	Bulletin of the Medical Library Association
American Visions Membership	Bulletin of the Menninger Clinic
Annals of Clinical Psychiatry	Canadian Journal of Psychiatry
Annals of Internal Medicine	Car and Driver
Annals of Neurology	Catalog of Federal Domestic Assistant
Applied Nursing Research	Children and Youth Funding Report – incorporates
Archives of General Psychiatry	Public Assistance Funding Report

Chronicle of Philanthropy  
 Cleaning Management Institute Membership  
 Clinical Nurse Specialist  
 Clinical Psychology  
 Clinical Social Work Journal  
 Clinics in Geriatric Medicine  
 CM Cleaning & Maintenance Management  
 CNS: Journal for Advanced Nursing Practice  
 Code of Federal Regulations: LSA List of CFR  
 Sections Affected, LCS  
 Code of Federal Regulations: Title 42  
 Community Mental Health Journal – Regular &  
 Online  
 Comprehensive Psychiatry  
 Computer Shopper  
 Computerworld  
 Consumer Reports  
 Copycat Magazine  
 Cosmopolitan  
 Cost Indexes, Engineering, McGraw Hill  
 Counselor, the Magazine for Addiction  
 Professionals  
 Country  
 Country Living  
 Crafts  
 Crafts N Things  
 Creative Forecasting W-O Trivia Plus  
 Creative Training Techniques Newsletter  
 Cultic Studies Journal  
 Cumulative Index to Nursing  
 Current Procedural Terminology: CPT  
 Currents in Affective Illness  
 Cycle World  
 Danville Register, Dailey & Sunday  
 Dell Crossword Puzzles  
 Dell Horoscope  
 Dell Word Search Puzzles  
 Dental Abstracts  
 Dental Clinics of North America  
 Developments in Mental Health Law  
 Diabetes Forecast  
 Disability Funding News – Incorporates, Mental  
 Health News Alert  
 Discharge Planning Advisor  
 Discipline & Grievance Pamphlet  
 Discover  
 Discussion Memorandum  
 DRG Guidebook

Drug Facts & Comparisons  
 Drug Interaction Facts  
 Dysphagia  
 Ear and Hearing  
 Early Childhood Law and Policy Reporter  
 Early Childhood Report  
 Eating Disorders Review  
 Ebony  
 Elis Rehab Report  
 Elle  
 Employment Health Law and Benefits  
 ENR – formerly, Engineering News Record  
 Entertainment Weekly  
 Environment of Case News  
 Esquire  
 Essence  
 Essential Assistant – formerly, Creative Secretaries  
 Letter  
 Evaluation & Program Planning  
 Evidence Based Mental Health  
 Exceptional Parent  
 Executive Excellence  
 Experimental and Clinical Psychopharmacology  
 Exposure Drafts  
 Facts & Comparisons  
 Fair Labor Standards Handbook for States & Local  
 Governments & Schools  
 Families in Society: The Journal of Contemporary  
 Human Services  
 Family Circle  
 Family Process  
 Family Therapy Networker  
 Fantasy & Science Fiction  
 Farmville Herald  
 Federal Grants and Contracts Weekly  
 Federal Grants Management Handbook  
 Federal Register Complete Service

Field & Stream  
 Fred Pryors Managers Edge  
 Games Magazine  
 Garden Design  
 Geriatric Care  
 Geriatric Nursing  
 Geriatrics  
 Gerontologist C-W Journals of Gerontology: Series  
 A&B  
 Glamour  
 Good Housekeeping  
 Good Old Days  
 Government Accounting Standards Board  
 Subscription Service, Comprehensive Plan  
 Governmental Accounting Standards Board  
 (GASB), Technical Bulletin  
 GQ  
 Grapevine Newsletter  
 Guideposts – Large Print Edition  
 Hansten & Horns Drug Interactions Analysis &  
 Management  
 Harpers Bazaar  
 Harvard Health Letter  
 Harvard Mental Health Letter  
 Hastings Center Membership  
 Health  
 Health Affairs  
 Health Forum Journal  
 Health Policy Week

Healthcare Leadership Review  
 Healthcare Risk Management  
 Healthline – Formerly Called Sickbay Today  
 Healthy Heart Beats  
 Hit Parader  
 Hope Health Letter  
 Hospital and Community Psychiatry  
 Hospital Employee Health  
 Hospital Infection Control  
 Hospital Peer Review  
 Hot Rod  
 House Beautiful  
 HR Focus  
 Ideals  
 Inclusive Education Programs  
 Infants and Young Children  
 Infection Control & Hospital Epidemiology  
 Inside Microsoft Windows Networking Edition

Inside Paradox For Windows Magazine  
 Inside the Joint Commission  
 International Association of Psychosocial  
 Rehabilitation Services Membership  
 International Journal of Group Psychotherapy  
 International Journal of Methods in Psychiatric  
 Research  
 Internet World  
 Interpretations of the Governmental Accounting  
 Standards Board  
 Interview  
 Invitations to Comment, GASB  
 Issues in Law & Medicine  
 Issues in Mental Health Nursing  
 JAMA - Journal of the American Medical  
 Association  
 Jet  
 Joe Weiders Muscle & Fitness



Joint Commission Journal on Quality Improvement  
 Joint Commission on Perspectives  
 Jonas Healthcare Law Ethics & Regulation  
 Journal for Nurses in Staff Development  
 Journal of Abnormal Psychology  
 Journal of American Academy of Child & Adolescent Psychiatry  
 Journal of American Psychoanalytic Associations  
 Journal of Applied Behavior Analysis  
 Journal of Autism & Developmental Disorders  
 Journal of Behavior Therapy & Experimental Psychiatry  
 Journal of Behavioral Health Services & Research  
 Journal of Child & Adolescent Psychopharmacology  
 Journal of Child & Family Studies  
 Journal of Child Sexual Abuse  
 Journal of Clinical Ethics  
 Journal of Clinical Psychiatry  
 Journal of Clinical Psychology  
 Journal of Clinical Psychopharmacology  
 Journal of Community Psychology – Includes Online & In Session  
 Journal of Consulting & Clinical Psychology  
 Journal of Continuing Education in Nursing  
 Journal of Developmental & Physical Disabilities  
 Journal of Emotional & Behavioral Disorders  
 Journal of Forensic Neuropsychology  
 Journal of Forensic Psychiatry  
 Journal of Geriatric Psychiatry  
 Journal of Gerontological Nursing  
 Journal of Learning Disabilities  
 Journal of Marital & Family Therapy  
 Journal of Mental Health Administration  
 Journal of Multicultural Counseling & Development  
 Journal of Multicultural Nursing & Health  
 Journal of Music Therapy  
 Journal of Nervous and Mental Disease  
 Journal of Neurology  
 Journal of Neuropsychiatry & Clinical Neurosciences  
 Journal of Nursing Administration  
 Journal of Nursing Care Quality  
 Journal of Nursing Quality Assurance  
 Journal of Pastoral Care  
 Journal of Personality Assessment

Journal of Personality Disorders  
 Journal of Pharmacy Technology  
 Journal of Practical Nursing  
 Journal of Practical Psychiatry & Behavioral Health  
 Journal of Psychiatric Practice  
 Journal of Psychiatry & Law  
 Journal of Psychosocial Nursing & Mental Health Services  
 Journal of Studies on Alcohol  
 Journal of Substance Abuse  
 Journal of Substance Abuse Treatment  
 Journal of the American Academy of Psychiatry & the Law  
 Journal of the American Dental Association  
 Journal of the American Dietetic Association  
 Journal of the American Geriatric Society  
 Journal of the American Psychiatric Nurses Association  
 Journal of the Association for Persons With Severe Handicaps  
 Journal of Visual Impairment & Blindness  
 Journal of Vocational Rehabilitation

Journal Watch For Psychiatry  
 Journals of Gerontology: Series A, Biological  
 Sciences & Medical Sciences  
 Journals of Gerontology: Series B, Psychological  
 Sciences & Social Sciences  
 Kiplinger Letter  
 Ladies Home Journal  
 Lan Magazine: The Network Solutions Magazine  
 Lancet  
 Law Officers Bulletin  
 Laws Affecting Children With Special Needs  
 Library Journal  
 Library Mosaics  
 Life  
 Lotus/Computing for Managers and Professionals  
 Mademoiselle  
 Maintenance Supervisors Development Program  
 Managers Legal Bulletin  
 Martinsville Bulletin  
 Material Safety Data Sheet Updating Service  
 Mayo Clinic Health Letter  
 McCalls  
 Medical Clinics of North America  
 Medical Documentation Update  
 Medical Essay  
 Medical Ethics Advisor  
 Medical Letter on Drugs & Therapeutics  
 Medical Records Briefing  
 Medicare and Medicaid Guide On CD-ROM  
 Medicare and Medicaid Law Bulletin  
 Medicine  
 Medicine and Health  
 Mental Health Aspects of Developmental  
 Disabilities  
 Mental Health Law News  
 Mental Health Law Reporter  
 Mental Health Report  
 Mental Health Weekly  
 Mental Retardation  
 Metropolitan Home  
 Microsoft Technet – CD ROM  
 Modern Healthcare  
 Monitor on Psychology  
 Morbidity & Mortality Weekly Report  
 Motivational Manager  
 Motorcyclist

National Enquirer  
 National Geographic  
 National Geographic World  
 National Psychologist Practitioner Newspaper  
 National Wildlife  
 Natural Health  
 Natural History  
 Neurology  
 Neuropsychiatry  
 New Day  
 New Directions for Mental Health Services  
 New England Journal of Medicine  
 New York Times, Large Type Weekly  
 New Youth Connections  
 News & Advance  
 News & Record  
 Newscurrents  
 Newsletter of the American Academy of  
 Psychiatry and the Law  
 Newsweek  
 Nickelodeon  
 NT Update  
 Nursing Administration Quarterly  
 Nursing Homes  
 Nursing Laws Regan Report  
 Nursing Management  
 Nursing Outlook  
 Nursing Times  
 Nursing, for renewals only  
 Nutrition & the MD  
 Nutrition Action Health Letter  
 Occupational Health & Safety  
 Occupational Outlook Quarterly  
 Occupational Therapy in Mental Health  
 Of Substance  
 On-Line Access  
 Ostomy Wound Management: the Journal of  
 Extended Patient Care Management  
 Outdoor Life  
 Parents  
 PC Magazine  
 PC World – Lotus Edition Magazine  
 People Weekly  
 Personal Report for the Administrative  
 Professional  
 Personnel

Personnel Journal  
 Perspective in Psychiatric Care  
 Perspectives on Staffing & Scheduling  
 Perspectives, formerly, New Directions  
 Pest Control  
 Pharmacist's Letter  
 Pharmacotherapy  
 Physical Therapy  
 Physician: Clinical Psychology  
 Popular Mechanics  
 Popular Photography  
 Popular Science  
 Postgraduate Medicine  
 Power  
 Practical Communications  
 Practical Supervision  
 Premier ICD-9-CM Code Book  
 Prevention  
 Professional Psychology: Research & Practice  
 Program Plans, Nursing Basic  
 Psychiatric Annals  
 Psychiatric Clinics of North America  
 Psychiatric News  
 Psychiatric Rehabilitation Journal  
 Psychiatric Rehabilitation Skills  
 Psychiatric Services  
 Psychiatric Times  
 Psychiatric Update – Audio Cassette  
 Psychiatry – Audio Cassette  
 Psychiatry Drug Alerts  
 Psychiatry, NY  
 Psychological Assessment  
 Psychological Reports  
 Psychological Review  
 Psychology Today  
 Psychopharmacology Bulletin  
 Psychosomatic Medicine  
 Psychosomatics  
 Psychotherapy, Theory Research & Practice  
 Purchasing  
 Quality Progress  
 Radiologic Technology  
 Readers Digest, Regular and Large Edition  
 Redbook  
 Rehabilitation Nursing  
 Reimbursement Advisor  
 Reminisce Magazine  
 Research in Developmental Disabilities

Richmond Times Dispatch  
 Right on Magazine  
 RN: National Magazine for Nursing  
 Road & Track  
 Rolling Stone  
 Runners World  
 Safety & Health  
 Saturday Evening Post  
 Schizophrenia Bulletin  
 Self  
 Self Injury Abstracts & Review  
 Seminars for Nursing Managers  
 Seminars in Nutrition  
 Seventeen Magazine  
 Sheet Music Magazine  
 Single Audit Information Service  
 Smart Computing  
 Smithsonian  
 Social Work  
 Social Work Abstracts  
 Social Work in Health Care  
 Southern Living  
 Special Care in Dentistry  
 Special Education Bible Study  
 Sporting News  
 Sports Afield  
 Sports Illustrated  
 Spotlight Report  
 Stereo Reviews Sound & Vision, Incorporates  
 Stereo Review & Video Magazine  
 Substance Abuse Funding News  
 TASH Newsletter – formerly, Newsletter, The  
 Association for Persons with Severe Handicaps  
 Taste of Home  
 Teaching Exceptional Children  
 Team Management Briefings, Incorporates Quality  
 Management  
 Teen Magazine  
 Telemedicine Journal and E-Health – formerly,  
 Telemedicine Journal

The Healthcare Forum Journal  
 The Office Professional  
 Therapeutic Recreation Journal  
 This Old House  
 Time  
 Today's Therapeutic Trends: The Journal of New  
 Developments in Clinical Medicine  
 Topics in Clinical Nutrition, Incorporates Nutrition  
 Clinics for US, Canada & Japan  
 Topics in Health Record Management  
 Topics in Language Disorders  
 Training, Helping People & Business Succeed  
 Trustee, Magazine for Hospital Governing Boards  
 Tufts University Health & Nutrition Letter  
 University of California  
 UPS DI – Volume II – Advice for the Patient  
 US News & World Report  
 US Weekly  
 USA Today  
 USP DI – Volume I – Drug Information for the  
 Health Care Professional  
 Vanidades Continental  
 Virginia Cavalcade  
 Virginia Employment Law Letter  
 Virginia Environmental Compliance Update  
 Virginia Game & Fish  
 Virginia Historical Society Membership  
 Virginia Magazine of History & Biography  
 Virginia Registration of Regulations  
 Virginia Wildlife  
 Vogue  
 Walking  
 Washington  
 Westsats Satellite Channel Chart  
 Windows 2000  
 Woman's Day  
 Workbench  
 Workers' Compensation Bi-Weekly Law Bulletin  
 Workforce Extra  
 Working Communicator  
 Working Smarter with Microsoft Word  
 Working Woman  
 Writers Digest  
 Zero to Three  
 Zoobooks

## ATTACHMENT B

### SWAM Subcontracting Expenditures

The amount spent by prime contractors with DMBE certified SWAM businesses for work directly traceable to the fulfillment of a contract with the agency.

**DUE TO THE NATURE OF THE SUBSCRIPTION SERVICES BUSINESS, EBSCO DOES NOT WORK WITH ANY SUBCONTRACTORS.**

Total Subcontracting Expenditures with MBE	Total Subcontracting Expenditures with WBE	Total Subcontracting Expenditures with SBE
\$	\$	\$

Name of Subcontractor	Federal Tax ID	MBE, WBE or SBE	Contract Number	Dollar Amount

Attach lists of names of subcontractors, Federal Tax IDs, SWAM designation, Your Contract Number (if applicable), and expected contracted amounts to the subcontractors.

## ATTACHMENT C

### CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:  
62 years        months.
3. REFERENCES: Offerors shall provide a list of at least four (4) recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
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a.) PLEASE SEE REFERENCES IN APPENDIX B

b.) \_\_\_\_\_

c.) \_\_\_\_\_

d.) \_\_\_\_\_

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

EBSCO INFORMATION SERVICES, A DIVISION OF EBSCO INDUSTRIES, INC.

(800) 633-4604 ; INCORPORATED DECEMBER 20, 1954 IN DELAWARE

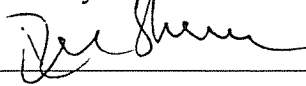
5. Are you a subsidiary firm: ☒ YES ☐ NO. If yes, list the name and location of your parent affiliation:

EBSCO INDUSTRIES, INC. BIRMINGHAM, ALABAMA

6. Name and title of firm's official to who further communication should be directed:

MR. REE SHERER, VICE PRESIDENT/GENERAL MANAGER

I certify the accuracy of this information.

Signed: 

Title: VICE PRESIDENT/GENERAL MANAGER

Proposal: Statement of Needs and Mandatory Requirements

IV. STATEMENT OF NEEDS:

A – H. The needs and requirements stated in section IV, sub-sections A – H can and shall be met by EBSCO Information Services upon being awarded this contract.

I. Types of Material To Be Covered: Contractor CAN provide periodical, annuals, memberships, irregulars and non-periodicals on a subscription basis.

J. Geographical Coverage: Contractor CAN provide periodical subscriptions published from the following areas:

- ✓ 1. United States;
- ✓ 2. Canada;
- ✓ 3. United Kingdom;
- ✓ 4. Continental Europe;
- ✓ 5. Russia, former Union of Soviet Socialist Republics, and other Slavic countries;
- ✓ 6. Latin America including Mexico;
- ✓ 7. Asia;
- ✓ 8. Pacific nations;
- ✓ 9. African nations;
- ✓ 10. Middle Eastern nations.

**Additional Response:** EBSCO's title database contains information on more than 300,000 title listings, including print and electronic formats. Fifty percent of these are U.S. titles and 50 percent are non-U.S. titles.

K. Types of Publications To Be Covered: Contractor CAN supply material from the following types of publishers:

- ✓ 1. General circulation periodical publishers;
- ✓ 2. University presses, University departments; Law schools;
- ✓ 3. Medical and Societies, Scientific;
- ✓ 4. Societies, Non-Medical and Non-Scientific;
- ✓ 5. Small Presses;
- ✓ 6. Non-paper format publishers;
- ✓ 7. Associations;
- ✓ 8. Government agencies; and
- ✓ 9. Quasi-governmental organizations (e.g. United Nations, Organization of American States, World Health Organization, NATO).

**Additional Response:** EBSCO currently works with more than 78,000 publishers around the world that vary greatly in type, size, specialty, etc. in order to provide our customers with the most diverse selection possible.

L. Services:

1. Orders:

a. Acceptance of New Orders: Contractor CAN accept new orders from the Agency at any time during the year. Orders may begin with:

- ✓ 1. Current calendar year/volume;
- ✓ 2. Upcoming calendar year/volume;
- ✓ 3. Latest issue;
- ✓ 4. Dependent on publisher restrictions;
- ✓ 5. Back issues on demand.

b. Subscription Orders: Contractor CAN accept subscription orders on the following basis:

- ✓ 1. "Till Forbid";
- ✓ 2. Multiple year plan;
- ✓ 3. Renewal authorization required.

2. Sample Issues: Contractor CAN undertake to supply sample issues of periodicals as requested by an ordering Agency. Offeror should indicate if any charges are applicable.

**Additional Response:** EBSCO will assist in obtaining sample issues from the publisher, provided publisher restrictions do not apply. We can also provide sample issues by utilizing our Missing Copy Bank®. EBSCO does not charge for sample issues. However, if the publisher assesses a fee to EBSCO for the sample issue, this fee will be billed to the customer.

3. Back Issues: Contractor CAN accept orders for and supply back issues of periodicals during the past year only.

4. Processing of Orders: Contractor CAN process and confirm new orders within 15 working days from receipt from the ordering Agency.

**Additional Response:** EBSCO will attempt to process and confirm orders within 15 working days of receipt from the institutions. Often, however, the publishers take 6 or more weeks to begin subscriptions.

5. Offeror CAN specify both turnaround and methods for placement or orders.

6. Delivery Time of First Issue/Volume: Contractor CAN enter orders with publishers at least 45 days prior to the ordered starting date or before expiration of renewal subscriptions, provided the ordering Agency submits orders at least 90 days in advance of the required starting date.

7. Rush Orders: Note: "Rush" orders are those that are ordered for delivery within 20 working days. Contractor CAN provide special and priority handling of rush orders.



L. continued...

8. Supplementary Volumes, etc: All indexes, supplementary numbers and added volumes CAN be serviced automatically as part of the subscription.

**Additional Response:** If so desired, EBSCO can automatically place orders for any supplementary items not included in the subscription price, as long as the publisher has provided the information at the time an order is placed.

9. Offeror CAN describe the method for handling supplementary items not included in the subscription price.

10. Non-Fulfillment: If unable to supply a title, Contractor CAN notify the ordering Agency with reason for non-fulfillment within 30 days.

11. Common Expiration: Contractor CAN establish common expiration for all subscriptions when possible so that each ordering Agency receives only a single consolidated invoice each year.

12. Multiple Year Subscriptions Options: Contractor CAN establish where possible multiple year subscription options so that expenditures will be roughly equal each year.

M. Claims:

1. Method of Claim: The ordering Agency may claim missing issues through **BOTH** of the following methods:

- ✓ a. Through the Contractor;
- ✓ b. Direct to the publisher.

2. Method of Submission: Claims CAN be submitted to the Contractor by:

- ✓ a. Mail;
- ✓ b. Telephone;
- ✓ c. Electronic communication;
- ✓ d. Tele-facsimile.

3. Method of Status Notification: The ordering Agency CAN be notified of the status of all claims to the contractor by:

- ✓ a. Mail;
- ✓ b. Telephone;
- ✓ c. Electronic communication;
- ✓ d. Tele-facsimile.

4. Forms: Contractor CAN provide preprinted or preformatted claim forms for use in claiming missing issues.

**Additional Response:** EBSCO can provide preprinted claim forms, however, we have found that our customers prefer to use EBSCONET® or contact their personal Customer Service Representative.

M. continued...

5. Issuance to Publisher: Claims sent to the Contractor CAN be directed to the publisher within 5 working days of receipt from the ordering Agency.

6. Status Notification Deadlines: The ordering Agency is to be notified of the status of outstanding claims within 20 working days of receipt by Contractor. **AGREED.**

7. Replacements for Missing Issues: On claims for missing issues submitted by the ordering Agency within the publishers' specified time period Contractor CAN secure placements free of charge or secure an extension of the subscription.

8. Replacements for Defective Issues: Contractor CAN request free replacement copies for issues received by the "Ship To" addressed ordering Agency that are defective, mutilated, damaged or which are not delivered within publisher policies. Contractor CAN secure replacements free of charge or secure an extension of the subscription for claims made on issues, which at the time of receipt, through no fault of the ordering Agency, were unfit for the publishers' intended purposes.

N. Subscription Contractor Contact with Agency:

1. Visits: Contractors' representative CAN visit the ordering Agency libraries 2 times per year to discuss problems, changes and planning.

**Additional Response:** EBSCO has 2 representatives assigned in Virginia. Steve O'Dell is a sales representative and can assist with daily problems, changes and planning. Merrill Smith serves as an Account Services Manager and will also be available during the course of your contract.

2. Response Time: Contractor or its representative CAN respond to messages within 2 working days.

3. Other Methods of Contact: Contractor CAN provide for contact via ALL of the following:

- ✓ a. Toll free telephone line;
- ✓ b. Collect telephone calls from the ordering Agency;
- ✓ c. Electronic communication; and
- ✓ d. Tele-facsimile.

N. continued...

4. Cancellations:

An ordering Agency CAN cancel and obtain a refund for the unused portion of the subscription of individual titles:

- a. At any time;
- b. At expiration;
- ✓ c. Dependent on publisher restrictions.

**Additional Response:** EBSCO can cancel and obtain a refund for the unused portion of the subscription of individual titles depending on publisher restrictions. If there are no publisher restrictions then EBSCO can perform these services at any time for our customers.

5. Reports:

- a. Offeror CAN provide samples of all available reports. Offeror CAN indicate its capability to provide customized management reports on demand. If customized reports are available, Offeror must indicate any applicable policies (including costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.
- b. Changes to Publications: Contractor CAN provide information regarding the last issue (e.g. volume and number, month, year) for titles, which have ceased publication when available. Contractor CAN notify the ordering Agency monthly of:
  - ✓ 1. Ceased publications;
  - ✓ 2. Suspended publications;
  - ✓ 3. Public delays;
  - ✓ 4. Publishing frequency changes;
  - ✓ 5. Title changes; and
  - ✓ 6. Title mergers.
- c. Fiscal Management: Fiscal management reports CAN be supplied semi-annually by the Contractor free of charge. Reports CAN include but not necessarily limited to:
  - ✓ 1. Average service charge by ordering Agency Ship To address;
  - ✓ 2. Subscriptions by Library of Congress classification;
  - ✓ 3. Subscriptions by each ordering Agency; and
  - ✓ 4. Total expenditures by each ordering Agency.
- d. Title List: Contractor CAN supply to ordering Agencies at no charge 2 copies of its printed title listing showing titles available, prices, volume numbering, frequencies and other information.

**Additional Response:** EBSCO offers a variety of serials management reports that are some of the most valuable resources you can receive to help save time in serials control. We can produce and send most of these reports to you at any interval you choose (allow 5-10 days for delivery). This service is provided free of charge to EBSCO customers.

O. Charges and Other Fiscal Considerations:

1. Pricing and Service Charges: State the method of computing service charges for subscription services for the following categories of materials:
  - a. General circulation periodicals;
  - b. University press journals, Law School and Medical School periodicals;
  - c. Professional journals;
  - d. Scientific and technical (trade) journals;
  - e. Scientific and technical (societal) journals;
  - f. Other societal journals;
  - g. Small press journals;
  - h. Indexes, supplementary numbers and added volumes sold separately;
  - i. Other than paper format periodicals;
  - j. Government Agency periodicals/Quasi-governmental organization periodicals;
  - k. Annuals, greater than annuals, irregulars;
  - l. Popular magazines; and
  - m. Memberships.

**Response:** EBSCO evaluates each list based on the mix of titles and the natural gross profit generated from the commissions the publishers allows us from the titles ordered by you. We then assess a service charge to make up the difference in the profitability needed to service the account.

P. Invoicing:

1. First Invoice: Contractor **CAN** supply the first invoice on a title within 30 working days of receipt of the ordering Agency order.

2. Information on Invoices: The following information **CAN** appear on each invoice:

- ✓ a. Name and address of the contractor;
- ✓ b. Bill to address;
- ✓ c. Ship to address;
- ✓ d. Account number assigned by the contractor;
- ✓ e. Library purchase order number for each title, if any;
- ✓ f. Contractor title number;
- ✓ g. Title of the periodical, annual or newspaper;
- ✓ h. ISSN;
- ✓ i. Period covered;
- ✓ j. Volume number(s) covered;
- ✓ k. Individual title (if monographic);
- ✓ l. Number of copies;
- ✓ m. Price;
- ✓ n. Indications of whether the title is new or renewal;
- ✓ o. Service charge;
- ✓ p. Agency fund designation (if supplied by the ordering Agency); and
- ✓ q. Federal Identification Number (FIN) or Social Security Number in lieu of the FIN.

P continued...

3. Supplementary Invoices: Contractor CAN supply at monthly intervals supplementary invoices for tiles on which the publisher price exceeded the originally billed price with reasons for additional charges.

4. Separate Invoices: Contractor CAN separate invoices as indicated by ordering Agencies including:

- ✓ a. Maximum amount per invoice (determined by ordering Agency);
- ✓ b. Separate invoices by fund designation;
- ✓ c. Separate invoices for different Ship To addresses;
- ✓ d. Separate invoices for different account numbers;
- ✓ e. Other breakdowns as requested by ordering Agency; and
- ✓ f. Delayed billing for slow/delayed publications.

5. Proofs of Payment: Contractor CAN supply proofs of payments made to publishers as and when requested by publishers and ordering Agencies.

6. Credits:

a. Contractor CAN provide refunds, rather than credits, for canceled subscriptions unless the using Agency approves a credit settlement.

b. Immediate Credit: Contractor CANNOT supply the ordering Agency with blank credit forms to be filled out by the ordering Agency and submitted with invoices in hand for credit (if available from the publisher).

c. Cancellations and Cessations: In the event of cancellations or cessations other than at expiration, ordering Agency CAN receive from Contractor any credit supplied by Publisher.

Q. Computer Support:

1. Online Data Availability: Contractor CAN provide data online in the following areas:

- ✓ a. Orders;
- ✓ b. Claims;
- ✓ c. Invoices;
- ✓ d. Credits, returns;
- ✓ e. Fund accounting;
- ✓ f. Back issues orders;
- ✓ g. Library of Congress MARC records;
- ✓ h. Title availability;
- ✓ i. Account history; and
- ✓ j. Publishing history (volumes and numbers published).

2. Hardware/Software Compatibility: Contractor's automated system CAN interface with Agency Intel based personal computers using online Microsoft Operating Systems through an Internet Explorer web browser.

Q continued...

3. Documentation and Training: Contractor CAN supply documentation for training procurement and library staff free of charge on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.

4. Other Automation Support: Offeror CAN provide a full description of any other automation support that can be provided to its subscription clients, starting if services are existing or expected, and a list of any automated systems with which the Offeror presently interfaces.

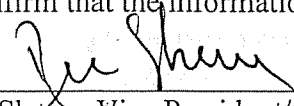
**Additional Response:** EBSCO is a member of the Serials Industry System Advisory Committee (SISAC), the International Committee on Electronic Data Interchange for Serials (ICEDIS) and EDItEUR, the Pan-European Book Sector EDI Group. EBSCO is also a member of the National Information Standards Association (NISO). The company is involved in the development and testing of standards for dispatch data, invoices, purchase orders and claims. EBSCO is committed to streamlining the electronic exchange of data to save time and money for serials managers and providers and to operate our own business more effectively. We can exchange information unique to your account using 190 interfaces we've developed with 99 integrated library systems.

#### EDI/Interface Partners

IMPACT see IMPACT/VERSO	IMPACT/VERSO	ABSYS	Best-Seller
BIBSYS	AMLiB	CAIRS Total Library	CASPR discontinued
LibraryWorld	LibraryWorks discontinued	TLM discontinued	Alexandria
STAR	CyberTools	Stylis	DOBIS-LIBIS
AMICUS	Eloquent Librarian	EBCompass	VOYAGER
GLAS	Assistant	DataTrek Manager	DataTrek Professional
Q series	T Series	DYNIX	HORIZON
KeyNOTIS see NOTIS	NOTIS LMS	ERUDITE	DigiTool Library
MetaLib	ALEPH 300	ALEPH 500	Follett
OLIB	Gateway	Galaxy	POLARIS
Advance	Geac GLIS name changed to ADVANCE	PLUS	VUBIS
GeorgetownLIS see Cyber Tools	BiblioTech Pro	DB TextWorks	InmagicPlus
MAP	INNOPAC	Libertas	Millennium
MINISIS	EC2	Mandarin	Enterprise 2000
Verso	MAXCESS	ARIN	Nutshell
BASIS Techlib	First	PALS	BiblioLINK
PRO-CITE	ACQ-3	Professional Software	Serial Control System
Periodical Manager	NOTEBOOKS	Sabini	ATHENA
MOLLI	Spydus	Zebra-2000	DRA Classic
Inlex 3000	multiLIS	StarLight	STILAS see Unicorn
Taos	Unicorn	Soutron	SAILS
SydneyPlus	BLS	TALIS	MICROLINX
BiblioFile	Library.Solution	CARL	TLC
ULISYS	URICA South Africa	Virtua	VTLS
Winnebago see SPECTRUM	Assistere	Checkmatell discontinued	EC see EC2
Inmagic see Inmagic Plus	Micro-VTLS	Techlib/TechlibPLUS see BASIS Techlib	TINLIB see T series

I confirm that the information contained within this proposal is accurate.

X

  
Ree Sherer, Vice President/General Manager  
EBSCO Information Services

Date: August 15, 2006

Commonwealth of Virginia - DMHMRSAS  
Request for Proposal # 720C-04061-07R  
Periodical Subscription Services

V. Proposal Preparation and Submission Requirements:

B. Specific Proposal Instructions:

4. Written Narrative Statement to include:

- a. Qualifications and experience of Offeror in providing the goods/services described herein;
- b. Qualifications and experience of key personnel to be assigned to the contract; and
- c. Complete details of any support required or expectations of the Purchasing Agency.

**Response:** EBSCO Industries, Inc., the parent company of EBSCO Subscription Services is an international corporation involved in manufacturing and sales of various products and services. EBSCO Industries, Inc. has been in business for 62 years and through the years has built a solid reputation for financial stability, international management experience and exceptional customer service.

EBSCO has grouped several related divisions and services together under a new name EBSCO Information Services to signify our ability to provide fully integrated serials information management in the most cost-effective manner possible. The EBSCO Information Services group consists of:

- EBSCO Subscription Services
- EBSCO Publishing

With EBSCO Information Services you will find a group of organizations strongly committed to providing customized solutions to your serial information needs from traditional, personalized subscription services to improved information access.

Our office is fully equipped to handle all your order processing and customer service needs. The staff includes a general manager, sales representative, account services manager and customer service representative, all of whom are experienced professionals in library serials management.

**Ree Sherer, Vice President/General Manager**

Ree Sherer has been a senior manager at EBSCO for the past 24 years. Initially as the General Manager of EBSCO Publisher Services Department and Director of Academic Publisher Relations, he dealt primarily with the serials concerns of publishers. In his current position as the General Manager of EBSCO's Southeast Regional Office, most of his contacts are now with librarians. The variety of his past experiences gives him a broad perspective on the unique concerns of librarians, publishers and vendors.

V, B, 4 continued...

**Steve O'Dell, Sales Representative**

Steve O'Dell is the Sales Representative assigned to your account. He has been with EBSCO for three years and has been in the library industry since 2000. He graduated from the University of North Carolina with a Bachelor's degree in Economics and is knowledgeable about all aspects of EBSCO Information Services including electronic journals, e-resource access and management tools and databases. Steve will oversee and assist the library throughout the contract period. Steve will also visit the library to discuss serials management reports, refine the services and assist as needed.

**Merrill Smith, Account Services Manager**

Merrill Smith is the Account Services Manager assigned to your account. She has been with EBSCO for 10 years and is a degreed librarian. She will serve as your consultant paid by EBSCO to personally assist with any serials needs. She will train the staff at the library on systems and assist in the transition of your serials account as well as with establishing interfaces between your integrated library system and EBSCO's system. Merrill's professional experience includes being the Dean of Learning Resources at Stanley Community College, as well as Southeast Sales Manager for Yankee Book Peddler.

**Victoria Garrett, Customer Service Representative**

Victoria Garrett is the Customer Service Representative that will be assigned to personally handle any problems concerning orders, delivery, claims, renewals, invoices, credits and other aspects that pertain to your account. She has been delivering excellent customer service at EBSCO for 12 years. Victoria can be reached via a direct toll-free number (800) 633-4604 or via email at [vgarrett@ebSCO.com](mailto:vgarrett@ebSCO.com). She will be dedicated to your account and will be able to provide any assistance that you may need.

5. Specific plans for providing the proposed good/services including:
- Approach to providing these services;
  - Plans for providing the current periodical subscriptions and for providing uninterrupted service, to include what, when, and how;
  - Cost of Services: Indicate the pricing and discount structure.

**Response:** EBSCO Information Services is a full service serials agency. We define a serial as any publications issued on a continuing basis regardless of the format or frequency. EBSCO's order processing system is designed to accommodate your special needs offering a customer order approach to serials ordering.

**Customer Profile**

- EBSCO maintains your order handling preferences
- Common expiration/renewal dates
- Format of invoice (electronic print or both); if print, number of copies
- Special fund or departmental codes; ILS numbers; publisher ID numbers
- Serials management reports you require
- Any unique instructions for handling your account



V, B, 5 continued...

#### Ordering

- Send your list of periodicals, online journals and electronic reference products to which you wish to subscribe to your Regional Office.
- EBSCO's database contains domestic and non-domestic titles, newspapers, yearbooks, annuals, monographic series, proceedings, continuations, Government Printing Office publications and serials in microform or CD-ROM and more...
- We will work to maintain your common expiration date thereby focusing on renewals once a year.
- EBSCO submits orders and checks to publishers on a continuous basis.

#### Ordering Options

- Online ordering using your integrated library system with an EBSCO interface capability.
- EBSCONET® Online Subscription Services
- Complimentary order forms or your forms
- Fax or phone your order to your Regional Office

#### Project Cost

- We evaluate each list based on the mix of titles and the natural gross profit generated from the commissions the publishers allow us from the titles ordered by you.
- We then assess a service charge to make up the difference in the profitability needed to service the account.

#### VII. Special Terms and Conditions

##### F. eVA Business-To-Government Contracts:

- a. EBSCO has a fully executed American Management Systems, Inc. (AMS) Trading Partner Agreement. We will provide a copy if needed.

#### IX. Method of Payment

- B. While EBSCO accepts American Express as a form of payment; please note that there is an additional 3% charge.





REE SHERER  
Vice President  
General Manager

P.O. Box 2543, Birmingham, Alabama 35202-2543 • Tel: 205.991.1211 • Fax: 205.995.1613 • E-mail: rsherer@ebSCO.com

1. The following term and condition shall replace the term and condition of the original RFP, Section VII "General Terms and Conditions", Item Q:

- Q. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

2. The following term and condition shall replace the term and condition of the original RFP, Section VIII "Special Terms and Conditions", Item F:

F. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in multiply purchase orders with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

3. The following item shall replace Item B of the original RFP, Section IX "Method of Payment":

The Contractor shall accept payment through Master Card for individual invoiced orders where the total invoice cost does not exceed \$5,000.

4. The following item shall be added to the original RFP, Section IX "Method of Payment", as Item D:

The entire eVA transaction fee will be paid by the facility. EBSCO is registered in eVA. Each purchasing agency placing an order and issuing the eVA order will use the code RO2 Purchase Order Category when placing the eVA order. Each purchasing agency must issue an eVA order for every order place to EBSCO, which will include all change orders. The purchasing agencies will be paying the eVA transaction fee of 2 %, capped at \$3,000 per order. This process is the result of an exemption granted by the Department of Purchases and Supply on September 29, 2006.

## 5. EBSCONET Subscription Management

EBSCONET gives you the choice of 17 languages in which to work: English (U.S. and U.K.), Dutch, French, German, Italian, Portuguese (Brazilian and European), Spanish (Latin and European), Polish, Swedish, Korean, Chinese (Simplified and Traditional), Thai and Japanese.

The redesigned **EBSCONET® Subscription Management System** has been released with a cleaner interface and much new functionality! Those who are familiar with using EBSCONET know that it is great for searching for title information, placing orders, claiming and renewing subscriptions. With the new and improved design, customers can complete all these operations easier and with fewer clicks.

### Key enhancements to EBSCONET include:

#### ➤ Searching

The redesigned EBSCONET provides numerous search options on the customer's collection, existing claims and the entire title database. All search results are returned in a tabular form to allow further sorting and filtering that assist the user in quickly selecting the title required.

#### ➤ Ordering

The Ordering feature contains internal comments fields for customer use. This is a great way to make notes about a particular title.

#### ➤ Claiming

Claiming is now possible for an individual title within a membership/combination or package. This greatly reduces the time spent trying to find a title that comes with a membership or in a package.

#### ➤ Renewals

You can submit renewals in batches or mark "on hold" for review at a later date. No more working your entire renewal list before submitting it. Extensive sort options are available for renewals.

#### ➤ Administrative Accounts

New Administrative accounts allow customers to set authorization levels for their individual users.

#### ➤ Title/Publisher Information

The new system provides comprehensive information about electronic journals with links to access and registration information, alternative title formats and a summary of all titles contained within publisher packages.

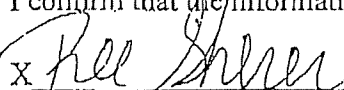
➤ **E-journal Updates**

This feature allows customers to set preferences such as pricing (e.g., automatically order if online is available with print for less than a certain percent increase) and deciding the format to order (e.g., print, online, print + online).

6. If during the course of this contract, EBSCO develops a web based journal check-in-system. EBSCO shall immediately notify DMHMRSAS of its availability and shall offer DMHMRSAS the service under this contract at the cost offered to EBSCO's most favorable customers.

I confirm that the information contained within this proposal is accurate.

X



Ree Sherer, Vice President/General Manager  
EBSCO Information Services

Date: October 25, 2006